

Request for Proposals

The Supply and Delivery of Medium Voltage Switchgear

RFP 03-038 OB

September 2003



King County

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 20____, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

RFP No.: 03-038 OB

Contract Title: The Supply and Delivery of Medium Voltage Switchgear

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Specifications, Contract Administration, Introduction, Attachments **A)** Proposal Response Form, **B)** Price Proposal, **D)** Personnel Inventory Report, **E)** Affidavit and Certificate of Compliance, **G)** Current or Former King County Employee Disclosure Form, RFP Addenda; Request for Proposals; Best and Final Offer; and the Proposal.

COMPANY NAME: _____

ACCEPTED BY:

KING COUNTY APPROVED BY:

Authorized Signature

Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

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ATTACHMENTS:

- Attachment A Proposal Response Form
- Attachment B Price Proposal
- Attachment D Personnel Inventory Report
- Attachment E Affidavit and Certificate of Compliance
- Attachment G Current or Former King County Employee Disclosure Form

DRAWINGS:

- Drawing Number E101
- Drawing Number E102

ENCLOSURE:

- Proposal Opening Form

DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last Will govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth on Page i of this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint venturers, Contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Executive: King County Executive

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the Project Manager, or his/her designee, to the Proposer identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document Shall not be interpreted or construed to constitute a Change Order.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Contract.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

Work: Everything to be done and Provided for the fulfillment of the Contract.

KING COUNTY
REQUEST FOR PROPOSALS AD PAGE
RFP NO. 03-038 OB

Proposal Submittal Date: September 18, 2003.

Proposals for the Supply and Delivery of Medium Voltage Switchgear will be received by King County at its Procurement & Contract Services Section, Exchange Building, Mailstop EXC-FI-0871, Eighth Floor, 821 Second Avenue, Seattle, Washington 98104 until 2:00 p.m. Seattle time on Thursday, September 18, 2003.

This RFP is available on the Internet at <http://www.metrokc.gov/finance/procurement> and by choosing the “**RFPs, RFQs, ITBs**” menu tab, then click the “**New**” menu tab, then click on “**Goods & Services**”, and look for RFP 03-038 OB. Persons who copy the Document from the Internet must inform the buyer, Ovita Bonadie, that they have received the document. If they fail to inform Ovita Bonadie, they will not be notified of Addendums as issued. All Addendums must be referenced in the Proposal Response Form.

A preproposal conference will be held Thursday, September 11, 2003 at 10:00 a.m. at the Exchange Building located at 821 Second Avenue, Seattle, Washington in Conference Room 8A on the Eighth Floor. All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions to the Buyer no later than Monday, September 8, 2003. Copies of questions with answers along with responses from the preproposal conference will be sent to everyone who received an RFP.

Information may be obtained by contacting Ovita Bonadie by E-mail at ovita.bonadie@metrokc.gov, phone number (206) 684-1055, FAX number (206) 684-1470, or in person at the above address.

The County reserves the right to reject any and all Proposals submitted or parts thereof, and to waive informalities or minor irregularities.

This information is available on request in accessible formats for people with disabilities by calling (206) 684-2046 or 711 (TTY Relay).

King County

Ovita Bonadie

Phone No.: (206) 684-1055

Buyer

Fax No.: (206) 684-1470

E-mail address: ovita.bonadie@metrokc.gov

7200-423562

Date of Publication: August 29 2003

SECTION 1

PROPOSAL PREPARATION

INTRODUCTION

THE SUPPLY AND DELIVERY OF MEDIUM VOLTAGE SWITCHGEAR

RFP 03-038 OB

SECTION 1 - PROPOSAL PREPARATION

1-1 Introduction

- A. The Supply And Delivery of Medium Voltage Switchgear. The work under this Contract consists of, but not limited to: supply and delivery of Medium Voltage Switchgear, power control, motor starting and other control functions; protective equipment and accessories as specified herein. In addition to the provision of equipment, the work includes manufacturer's services for inspection and certification of installation, functional testing, startup, and training of County personnel.
- B. Indefinite Quantity Requirements Contract for the goods and services covered under this agreement. The goods and services will be ordered on an as-needed basis. King County makes no guarantee to the quantities of products to be ordered, if any, and the County further makes no guarantee that the Contractor will receive any orders.
- C. Ordering: King County may purchase the switchgear and/or services directly from the Contractor.
- D. Installation Contract: King County may purchase the switchgear and/or services directly from the Contractor: or at the County's sole option, it may require in its construction solicitations that the awarded Contractor's purchase the switchgear off this Contract. In the latter case, the Contractor shall, except as provided herein, quote to all proposers, the prices and terms and conditions set forth herein. Should the Contractor determine using its usual and customary credit standards that a proposer is not credit worthy, it may choose not to quote to a proposer: provided however, in those circumstances and upon the County's written request, the Contractor shall provide written proof and/or explanation for its determination that a proposer is not creditworthy. If the Contractor quotes a proposer, the Contractor agrees that should the County elect to execute a construction contract with a third party for which that proposer's quote was used in determining the low bid, said third parties shall be entitled to the same terms and conditions, including but not limited to delivery and price as set forth herein.
- E. It is intended that the Contractor to furnish switchgear for a maximum period of ten (10) years, with an expected total expenditure of between \$1 and \$2 million. Each set will be ordered separately, either alone or by

group, to be shipped to locations within King, and Snohomish County, Washington. This expected expenditure is an estimate, based upon expected volumes of work to be performed over the forthcoming 10-year period. King County makes neither guarantees nor commitments, that the Contractor will receive this volume of switchgear orders.

1. King County reserves the right to purchase switchgear, and/or switchgear components from other than the successful Contractor of this Specification if, in the opinion of King County, it is in the best interest for the King County to do so.

1-2 Proposal Submission

Proposals Shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-FI-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than at 2:00p.m. Seattle time on September 18, 2003.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

1-3 Proposal Signature

Each Proposal Shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation must be shown.

1-4 Addenda

Each Proposal Response Form, Attachment A, Shall include acknowledgment of receipt and review of all Addenda issued during the Proposal period.

1-5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
August 29, 2003	Public announcement of Request for Proposals
September 8, 2003	Questions due, in writing per Subsection 1-9
September 11, 2003	Pre Proposal Meeting @ 10:00 a.m
September 18, 2003	Proposals due
September 19, 2003	Evaluation/Negotiation of Proposals begins.

During evaluations/negotiations, firms with Proposals judged unacceptable will be notified that they Will not be considered further.

*	September 30, 2003	Evaluation/Negotiation complete
*	October 14, 2003	Execute Contract and issue Notice to Proceed

***NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.**

1-6 Inquiries

Inquiries concerning the procurement process Shall be directed to Ovita Bonadie at e-mail address: <mailto:ovita.bonadie@metrokc.gov> or at phone number (206) 684-1055 or FAX number (206) 684-1470 or in writing to the County's Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-FI-0871, 821 Second Avenue, Seattle, Washington 98104-1598.

Communications concerning this procurement, with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1-7 Preproposal Conference

A preproposal conference will be held September 11, 2003 at 10:00 a.m. at the Exchange Building located at 821 Second Avenue, Seattle, Washington in Conference Room 8A on the Eighth Floor. All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions to the Buyer no later than September 8, 2003. Copies of questions with answers along with responses from the preproposal conference Will be sent to everyone who received an RFP.

1-8 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) calendar Days before the date established for submitting Proposals. Any interpretation deemed necessary by the County Will be in the form of an addendum to the RFP and when issued Will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All Addenda Shall become part of the RFP and any subsequently awarded Contract. Proposers Shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1-9 Examination of Proposal and Contract Documents

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or

resolutions Shall in no way relieve the Proposer from any obligations with respect to it's Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1-10 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1-11 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1-12 Errors and Administrative Corrections

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

1-13 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar Days Will be evaluated at the discounted price.

1-14 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

1-15 Compliance with RFP Terms and Attachments

King County intends to award a Contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers Shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and Provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions and attachments may result in rejection of the Proposal.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring Will be reduced to reflect the importance of the exception. Evaluation and negotiation Will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

1-16 Proposal Requirements

- A. The Proposal Shall contain the following items and follow the exact sequence outlined below:
1. Executive Summary or Overview of Proposal (optional).
 2. Proposals Shall respond to the RFP questions listed in Section 6.
 3. Contract: Sign the Contract, page i and submit with proposal.
 4. Attachments:
 - Attachment A - Proposal Response Form.
 - Attachment B - Price Proposal.
 - Attachment D - Personnel Inventory Report.
 - Attachment E - Affidavit and Certificate of Compliance.
 - Attachment G - Current or Former King County Employee Disclosure Form. If applicable, complete and submit as part of the Proposal.
- B. Submit eight (8) copies of the Proposal and attachments. One copy Shall be unbound to facilitate reproduction.

1-17 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

1-18 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal

submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.

- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1-19 Proposal Price and Effective Date

The Proposal price Shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form Shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes Shall not be included in the Proposal price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Proposal price. The Proposal Shall remain in effect for one hundred and twenty (120) calendar Days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1-20 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous Proposal, the County Shall have the right, in its sole discretion, to extend the Proposal Acceptance period for an additional sixty (60) Days and to conduct a price or cost analysis on such Proposal. The Proposer Shall promptly Provide all cost or pricing data, Documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1-21 Protest Procedures

- A. Form of Protest: In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:
1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
 2. The Invitation For Bid or Invitation To Bid ("IFB" or "ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;
 3. A detailed description of the specific grounds for protest and any supporting Documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;

4. The specific ruling or relief requested; and
5. Evidence that all Persons with a financial interest in the procurement have been given notice of the Protest or if such Persons are unknown, a statement to that effect.

B. Who May Protest.

1. Protests based on Specifications. Any prospective Bidder/Proposer.
2. Protests following Bid submittal. Any Bidder or Proposer submitting a response to an ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.

C. Time to Protest. Protests based on Specifications or other terms in the RFP or ITB document which are apparent on the face of said document must be received by the County no later than ten calendar Days prior to the date established for submittal of Bids/Proposals. The County must receive protests based on other circumstances within five calendar Days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.

D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager Shall be final.

E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:

1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.

2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1-22 Proposal Alternatives

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

1-23 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, (206) 296-7706 or the Business Development and Contract Compliance Section Supervisor, (206) 205-0700.

SECTION 2

PROPOSAL EVALUATION AND CONTRACT AWARD

SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-1 General

Proposals Will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The PET's recommendation is subject to review and approval.

2-2 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County Shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum Will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum Will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation Will be issued to all firms originally solicited and to any firms added to the original list.

2-3 Proposal Evaluation

The PET Will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request Will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2-4 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent goods or Services. References Shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to,

Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;

- f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
- g. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary Personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Proposal to be rejected.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. When requested, the required financial information Shall include:

- a. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
- c. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information

requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

4. Financial Reporting

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2-5 Scoring and Evaluation Criteria

A. Determining the highest rated Proposers.

The highest rated Proposers will demonstrate how they Will meet the requirements in Section 6, and Pricing in Attachment B. The Scoring will be based on the quality and completeness of answers to the questions in Section 6, and the completeness of the Attachment B Pricing forms and the Price submitted for Attachment B Pricing (see Attachment B Instruction for Pricing. See Section 6-Questions.)

B. The PET Scoring.

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on the factors listed.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

At any point in the process the PET members can reevaluate the scores. The PET may adjust the scoring to reflect the new information at any point . New information could include, but is not limited to:

Clarification questions issued to Proposers Oral presentations
Discussions/ Negotiations Review of Sample MCC Site Visit
Generator demonstrations Reference checks Financial resources checks

C. All Proposals submitted will be evaluated by the Proposal Evaluation Team (PET) and Procurement to determine those within the competitive range:
Initial Scoring of Proposals

Section 6-3	References	100 Maximum
Section 6-4	Factory + Financial	100 Maximum
Section 6-5	Compliance with Tech	600 Maximum
Section 6-7	<u>Proposed Price</u>	200 Maximum
<u>Total Possible Score</u>		<u>1000 Points</u>

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The County may request written clarifications, and in person meetings.

Additional criteria utilized in the evaluation are cited in the RFP and questions. In the event clarification questions are issued to Proposers, oral presentations or demonstrations are requested, the scoring Will be adjusted to reflect the new information.

2-6 Competitive Range

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

2-7 Negotiations

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a Contract Will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations Will be to reach agreement on all provisions of the proposed Contract.

2-8 Contract Award

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and Will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2-9 Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this RFP Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance Shall be submitted within ten (10) calendar Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance Shall result in rejection of the Proposal.

2-10 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the Contract Shall sign the Agreement and return it to the County. Upon authorization by the County Executive, or designee, a

Contract Will be issued. Upon receipt by King County of any required Documentation and Submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2-11 Public Disclosure of Proposals

Proposals submitted under this RFP Shall be considered public documents and with exceptions Provided under public disclosure laws. Proposals which are recommended for Contract award Will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

SECTION 3

STANDARD CONTRACTUAL TERMS AND CONDITIONS

SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3-1 Administration

This Contract is between the County and the Contractor who Will be responsible for providing the goods and/or performing the Services described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or Will obtain all Personnel and equipment required to perform hereunder. Such Personnel Shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract must be disclosed according to Attachment G; and the County Will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Contract administrator appointed by the County. Reports and data required to be Provided by the Contractor Shall be delivered to the Contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Contract administrator for response.

3-2 Change Orders

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar Days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) Day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

3-3 Cost/Price Analysis

Cost/Price Analysis Will be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, terminations, revisions to Contract requirements or other circumstances as determined by the Buyer.

3-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the termination payment, together with detailed supporting Documentation. If the Contractor has any property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for Services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; Provided that the Contractor Shall have ten (10) calendar Days to cure the default. The Contractor Will only be paid for goods delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, applicable laws and regulations.

The termination of this Contract Shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County

may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination Shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor Shall be released from any obligation to Provide further Services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3-5 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default.

3-6 Payment Procedures

A. Invoices

Invoices Shall be furnished by the Contractor for goods and/or Services, which have been delivered or Provided to the County, to:

King County Accounts Payable
M/S EXC-FI-0875
Exchange Building, 8th floor
821 Second Avenue
Seattle, Washington 98104-1598

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: Contract number, requester's name and phone number, date of invoice, invoice number, purchase

order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for Services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

B. Payments

Within thirty (30) calendar Days after receipt of an invoice, the County Will pay the Contractor for authorized goods and/or Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

3-7 Washington State Sales Tax

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any sub-contractors and Shall secure and maintain such licenses and permits as may be required to Provide the Services or supplies under this Contract.

3-9 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3-10 Defective Work, Materials or Services

Prior to Final Acceptance hereunder, when and as often as the County determines that the Work, materials or Services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar Days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or Services

within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or Services Will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3-11 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

3-12 Assignment

No party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment Shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

3-13 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor Shall indemnify and hold harmless King County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and /or services Provided by or on behalf of the Contractor. In addition, the Contractor Shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services: Shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by King County on account of such litigation or claims. This indemnification obligation Shall include, but is not limited to, all claims against King County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees Shall be allowed to the prevailing party.

3-14 Applicable Law and Forum

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to,

the Uniform Commercial Code, Title 62A RCW. Any suit arising here from Shall be brought in the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, either forum Shall have sole and exclusive jurisdiction and venue.

3-15 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, Services or materials required to be performed and/or Provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3-16 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal Shall include all documents and other information

necessary to substantiate the appeal. The Procurement Services Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Services Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3-17 Mediation and Arbitration

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

3-18 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor Shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the date of Final Acceptance of Contract Work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this Contract and invoicing for supplies or Services and any payments resulting from Change Orders or claims. In addition, the Contractor Shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor Shall ensure that its Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the Subcontractors and suppliers of their portions of the Work under this Contract.

B. Audit Access

1. The County and its authorized representatives and designees Shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees Shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor Shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits Shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and Provide all requested Documentation.
3. If an audit is commenced more than sixty (60) Days after the date of Final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit Will begin.
4. The Contractor Shall maintain records relating to the pricing of spare parts. The County Will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor Shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor Will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3-19 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if formally requested and approved by the Buyer. A formal cooperative purchasing agreement Will be executed in such cases. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies

3-20 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor Shall, when requested by the Contract administrator, Provide Documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

3-21 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the Work or Services if awarded the Contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

3-22 Non-Discrimination and Equal Employment Opportunity

PART 1 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by small businesses, including M/WBEs.
 5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that

provide assistance in the recruitment and placement of small businesses, including M/WBEs.

7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

G. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 12 months after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves

federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- H. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. For public works contracts valued at \$10,000 or more, and for all other contracts valued at \$25,000 or more, contractors entering into a contract or agreement with King County shall, within ten days after the bidder receives the written notice of selection, submit the following:

1. A Personnel Inventory Report on the form provided by the County.
2. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
3. When this Contract is for Public Works provide, if applicable, a Statement of Compliance with KCC Chapter 12.16 from any labor unions or employee referral agencies which refers workers or employees or provides or supervises apprenticeship or other training programs from whom Contractor obtains employees.
4. Except for Contractors only supplying goods, a 504/ADA Disability Assurance of Compliance on the form provided by the County.
5. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance Section at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
Mail Stop: KCC-EX-0402
516 3rd Avenue, Rm. 550
Seattle, WA. 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

- B. Required Submittals During Work when the Contract is for Public Works.

The Contractor shall collect, submit and update the submittals listed below for itself, its subcontractors and any sub tier subcontractors and suppliers, to the King County's Business Development and Contract Compliance Division. Such subcontractor information shall be submitted prior to the County processing and paying any progress payment that includes such subcontractor work.

1. An Affidavit and Certificate of Compliance demonstrating subcontractors' commitment to comply with the provisions of KCC Chapter 12.16; a Personnel Inventory Report; and Statement of Compliance.
2. Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the Contractor shall submit a final Affidavit of Amounts Paid, to the Business Development and Contract Compliance Division. Identify amounts actually paid, and any amounts owed, to each subcontracting firm and/or supplier for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

Except for Contractors only supplying goods, the Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

3-23 Disadvantaged Business Enterprise (DBE) Participation

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. DBE Program. King County has determined that no DBE goal will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.
- C. Efforts to Increase DBE Participation . Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
 1. Advertise opportunities for subcontractors and suppliers ("subcontractors") in a manner reasonably designed to provide DBEs

capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.

2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
 3. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
 4. Achieve DBE attainment through joint ventures.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693 . For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date and time of bid submittal.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Business Development and Contract Compliance Section (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 205-0700. Notice referenced herein should be delivered to the following address:

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
Mail Stop: KCC-EX-0402
516 3rd Avenue, Rm. 550
Seattle, WA. 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

SECTION 4

SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

SECTION 4 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4-1 Contract Documents and Precedence

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page i.

4-2 Contract Term

The term of this Contract Shall be one (1) year, commencing on the date of the Contract Agreement. Upon written notice by King County, this Contract may be extended for four (4) additional one year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

4-3 Notices

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County
(To be determined)

Contractor
(To be determined)

For contractual questions contact:
King County Procurement and Contract Services Section
M.S. EXC-FI-0871
Exchange Building, 8th Floor
821 Second Ave.
Seattle, WA. 98104-1598
Attn: Ovita Bonadie
(206) 684-1055
ovita.bonadie@metrokc.gov

4-4 Contract Agreement

Contract award Will occur when King County signs the Contract and issues the Contract Agreement. No other act of the County Shall constitute Contract award. The Contract Agreement is a computer-generated document with the awarded Contract number referencing the Contract and describing the awarded goods and/or Services. The Contract Agreement Will establish the Contract value and incorporate the terms of this document, but Will not be the authorization for the Contractor to proceed. After Contract award, the Project Manager Will issue Purchase Orders detailing the goods and/or Services to be delivered.

4-5 Purchase Orders

Purchase Orders Will be issued referencing this Contract Agreement number. The Purchase Orders Will define and authorize the delivery of goods and Services by the Contractor with a “not to exceed price” (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the Contract terms, funding or other matters subject to Subsection 3-2, Change Orders.

4-6 Shipping Charges

All prices Shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges Will be rejected by the County.

4-7 Cost Mark-Up

Contractors Shall not mark up Subcontractor costs and Other Direct Costs (ODCs). The cost for Subcontractor management Shall be segregated into a single cost item and included as a separate task in the cost proposal in Attachment B.

4-8 Direct Costs Related to Additional Work

Direct costs for additional Work Shall be billed at cost without markup, as noted below or as revised by legislative action of the Council:

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County Shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate Will be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking Shall be the actual cost. When rental vehicles are authorized, government rates Shall be requested. If a Person does not request government rates, he/she may be Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals Shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301,App.A.
- C. Accommodation rates Shall not exceed the Federal Lodging limit plus host city taxes. The Contractor must always request government rates.
- D. The direct costs contained in A, B and C above Will only be authorized by the King County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel Shall be by coach class at the lowest price available at the time the King County Project Manager requests a particular trip. In general, a trip is

associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, Will be billed per trip.

- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs Shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs Shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

4-9 Guarantee/Warranty

The Contractor guarantees the goods and Services furnished under this Contract Will be free from defects in material and workmanship, and Will conform with all requirements of this Contract, for a period of one (1) year from date of delivery or Final Acceptance of such goods and/or Services by the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or Services found defective within that period, regardless of who actually corrects the defect.

The County Shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County Will charge-back the cost for such warranty repair to the Contractor.

The Contractor Shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference Will not excuse the Contractor's full compliance with its obligations under this Contract.

The Contractor, upon notice of award of the Contract, Shall promptly Provide to the County complete copies of all written warranties or guarantees and/or Documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and Subcontractors covering parts, components, subcomponents and systems procured through this Contract. The Contractor Shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

If the original parts or equipment manufacturer Provides a warranty that is greater in scope or duration than the Contractor's warranty to the County, the County Shall receive the increased warranty benefits.

The termination of this Contract Shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or Services corrected Shall be subject to this Subsection to the same extent as the goods or Services initially Provided.

This guarantee Shall be in addition to any other express warranties or any implied warranties or remedies Provided by this Contract or by law, and in addition to any other rights or remedies available to the County under this Contract or by law. No provision in this Subsection Shall be construed to limit the liability of the Contractor for Work not done in accordance with the Contract. The liability for such failure to perform Shall extend as far as the appropriate periods of limitation Provided by law.

The Contractor Shall ensure the County receives warranty related Work from its suppliers, distributors, Proposers and Subcontractors.

4-10 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor Shall submit with the Proposal, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed.
- C. SARA Title 3 chemicals must be listed with the percentage by weight of the total product.
- D. A statement as to the intended use of the product.

4-11 Industrial and Hazardous Waste

The Contractor Shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor Shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the

Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

4-12 Prohibition on Asbestos-Containing Products

Asbestos-containing products Shall not be Provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor Shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County Shall respond to such notification within thirty (30) Days of receipt. The Contractor Shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4-13 Public Disclosure Requests

Contracts Shall be considered public documents and, with exceptions Provided under public disclosure laws, Will be available for inspection and copying by the public. All Software products Provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to King County to be protected under the law, the Contractor Shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County Will determine whether the material should be made available under the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted documents. If the material is not exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

4-14 Disclosure

Pursuant to King County code 3.04.120, the Consultant must file a Contractor Disclosure Form with the Board of Ethics and the King County Executive, attached hereto as Attachment M.

4-15 Pricing of Spare Parts

The County Shall have the right to conduct a cost/Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any differences Shall be subject to negotiations to the satisfaction of the County.

Competitive pricing is defined as the circumstances in which the County could obtain Bids or Proposals from alternative sources for the same parts. Proprietary parts and

noncompetitive parts Will be considered sole source parts requiring justification of pricing.

4-16 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements Will be implemented through Subsection 3-2, Change Orders.

4-17 Counterparts

This Contract may be signed in two counterparts, each of which Shall be deemed an original and which Shall together constitute one Contract.

4-18 Severability

Whenever possible, each provision of this Agreement Will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision Will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision Will not affect the validity, legality or enforceability of any other provision of this Agreement, which Will remain valid and binding.

4-19 Liquidated Damages

- A. For each calendar Day after the date Fixed for completion that the Work remains uncompleted, the contractor Shall pay the County the sum of \$1,000.00 per Day Fixed and agreed, liquidated damages, but not as a penalty.
- B. The contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction Shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.
- C. Time is of the essence on each and every portion of the Contract. In the Contract a definite and certain length of time Will be Fixed for the performance of the Contract; this Contract time Will only be changed via change order.
- D. Liquidated damage or any excess costs Shall not be charged when the delay in completion of the Work is due to a delay described in the Force Majeure clause Subsection 3-5.

SECTION 5
INSURANCE REQUIREMENTS

SECTION 5 - INSURANCE REQUIREMENTS

5-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor Shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and Shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor Shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a time-frame acceptable to the King County Shall enable King County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract Shall not relieve the Contractor from its insurance obligations hereunder.

5-2 Insurance Requirements

- A. The Contractor Shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County Shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements Shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage Will apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision Shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy Shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage Shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage Shall be Provided. "Professional Services", for the purpose of this Contract section Shall mean any Services Provided by a licensed professional.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor Shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.

5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies Shall not limit or apply to the Contractor's liability to the County and Shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
- b. To the extent of the Contractor's negligence, the Contractor's insurance coverage Shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents Shall not contribute with the insurance or benefit the contractor in any way.
- c. The Contractor's insurance Shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies Shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy Shall be or become unsatisfactory to the County, the Contractor Shall, upon notice to that effect from the County, promptly obtain a new policy, and Shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor Shall include all Subcontractors as insureds under its policies, or Shall furnish separate certificates of insurance and policy endorsements for each

Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract Shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor Shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. The Contractor Shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor Shall be responsible for the Subcontractor’s compliance with these provisions.

SECTION 6

PROPOSAL QUESTIONS

SECTION 6- PROPOSAL QUESTIONS

6-1 General

- A. This section contains the Proposal questions to be addressed by Proposers. Proposals shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.
- B. Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, Specifications and applicable standards and regulations. Failure to do so shall be at the Proposers risk.
- C. (See Section 2-5 Scoring and Evaluation Criteria).

6-2 Company Contacts

- A. Provide names, addresses, telephone numbers, and hours available for local sales and service representatives.
- B. Provide names, addresses, telephone numbers, and hours available for factory sales and service representatives.
- C. Provide names, addresses, telephone numbers for after-hours contacts for emergency parts repair and replacement.

6-3 References

(Weighted Max Scoring -100 points).

- A. Provide four (4) recent references of projects of similar size and quantities, names and contact information. Provide the following information:

Owner, location contact name, phone number, date of installation, and general description/quantity of products provided.
- B. Provide two (2) references at least five (5) years old of projects of similar size and quantities, names and contact information. These older references are separate from the recent references

6-4 Factory and Financial Information

[Weighted Max Scoring – 100 points]

- A. Factory Information
 - 1. Provide information on Factory and Manufacturing facilities, locations, warehouse locations, method of taking inventory (build on order, build

- upon minimum order or production run, etc.), and manufacturing schedules. Provide means for shipping and delivery.
2. Provide information on local warehousing of stock and parts, quantity, availability, and means of contact other than the local sales representative or sales office.
3. Describe manufacturing processes quality control/ quality assurance procedures.
4. Provide an example of lead times required for the line up of switchgear shown in E-101 and E-102.
5. Provide an example of lead times required for multiple line ups.
6. Provide information to demonstrate that parts are available within 24 hours.
7. Provide any charges associated for accelerated schedules.
8. Provide information if there is a minimum order size.
9. Describe the Factory's ability to customize standard components.
 - 1) Describe how the customization surcharge would be calculated.
10. Describe the Factory's ability for special construction or build of item not in present inventory, such as arc suppression switchgear or retrofit of existing gear for arc suppression.
11. Describe information on available training for maintenance personnel by Factory Representatives in the field or at the factory, along with associated costs and options?
12. How will the Factory discontinuing models listed on the Contract affect the County. Will the County be offered replacement equipment that is the same or of higher quality, functionality for the same pricing as offered in the Contract?
13. Are extended Warranties or Maintenance agreements available after the Warranty period?
14. Provide the business volume for the past twelve months in Medium Voltage Switchgear.
15. Provide list of the complete line of Medium Voltage Switchgear manufactured.
16. Provide list of major components produced by manufacturer, such as breakers and protection devices.
17. What is the equipment design life?
18. Provide information demonstrating the ability manufacturer to complete repairs.

B. Financial Information

1. Name, address, and telephone number of legal entity with which Contract is to be written.
2. Name, address and telephone numbers of principal officers (President, Vice-President, Treasurer, Chairperson of the Board of Directors, and other executive officers.)
3. Legal status of the proposer.
4. Federal Employer ID number and Washington or other state business license number.
5. List the names, titles, and telephone numbers of persons authorized to conduct Contract negotiations with King County. King County reserves

the right to request other business and administrative information necessary to the conduct of this procurement.

6. Evidence of adequate financial stability is a prerequisite to award of a Contract regardless of any other consideration. The proposer shall submit the following reports:
 - a. For a publicly held corporation, a copy of the most recent two years of audited financial reports and recommendations, plus financial statements with the name, address and telephone number of a responsible person in the company's principal financial or banking organization, and its auditor.
 - b. For a privately held or non-profit corporation, proprietorship or partnership, financial information for fiscal years 2000, 2001, and 2002, similar to that included in an annual report, to include at a minimum:
 - i. An income statement;
 - ii. A statement of cash flow;
 - iii. A balance sheet and number of years in business; and
 - iv. The name, address, and telephone number of a contact in the company's principal financial or banking organization, and its auditor.

6-5 Compliance With Technical Specifications

(Weighted Max Scoring - 600 points)

Provide a photocopy of documents in Part 6 (with Addenda updates) with each paragraph initialed and dated indicating compliance with the specification, or marked to show exceptions. Any exceptions shall be explained on separate sheet, referencing the specification section and paragraph. Provide any additional information about proposed related equipment offerings (that were not specified) at the end of this section.

6-6 Proposal Price

See Attachments B & C. (Weighted Max Scoring 200 points.)

SECTION 7

TECHNICAL SPECIFICATIONS

**SECTION 01010
SUMMARY OF WORK**

PART 1 GENERAL

1.01.1 GENERAL

- A. King County's ("the County") Wastewater Treatment Division of the Department of Natural Resources and Parks is planning replace and install new Medium Voltage (5kV) Switchgear in a number of the County's wastewater facilities.
- B. This Contract, if awarded, will establish a Contractor(s) to provide the switchgear for selected projects; to establish the switchgear "standard" to be used at selected County Wastewater Treatment pumping stations and treatment plants.

1.02 WORK UNDER THIS CONTRACT

- A. The work under this Contract consists of the supply and delivery of switchgear, breakers, cabinets, tools, spare parts and other pertinent items. In addition to the provision of equipment, the work includes manufacturer's services for inspection and certification of installation, functional testing, startup, and training of County personnel.
- B. This is an indefinite quantity requirement Contract. The County, on an as-needed basis will order the goods and services covered under this agreement. King County makes no guarantee to the quantities of products to be ordered, if any, and the County further makes no guarantee that the Contractor will receive any orders.

1.03 ORDERING

- A. The County will purchase the switchgear in the following manner:
The County will specify the selected equipment in a construction Contract bidding document directing installation contractors, working on County projects, to purchase the equipment from the Contractor established herein under the same terms, conditions and pricing established under this Contract.

Pursuant to the terms of this Contract Agreement, King County may require in its construction solicitations that the awarded Contractor purchase the swithgear off this Contract. In the latter case, the Contractor shall, except as provided herein, quote to all bidders, the prices and terms and conditions set forth herein. Should the Contractor determine using its usual and customary credit standards that a bidder is not credit worthy, it may choose not to quote to a bidder: provided however, in those circumstances and upon the County's written request, the Contractor shall provide written proof and/or explanation for its determination that a bidder is not creditworthy. If the Contractor quotes a bidder, the Contractor agrees that should the County elect to execute a construction contract with a third party for which that bidder's quote was used in determining the low bid, said third parties shall be entitled to the same terms and conditions, including but not limited to delivery and price as set forth herein.

1.04 FABRICATION SCHEDULE SUBMITTAL

- A. Within 14 calendar days of receipt of a purchase order, the Contractor shall submit their fabrication schedule to meet the scheduled sequence, milestones, limitations, and the completion dates specified in Paragraph 1.06,C of this Section. The schedule shall be a bar chart showing, as a minimum, the schedule for the following activities:
1. Completion of submittals.
 2. Fabrication of equipment.
 3. Factory test.
 4. Equipment delivery.

1.05 INSPECTION AT POINT OF MANUFACTURING

- A. The County reserves the right to inspect the materials and equipment at the point of manufacturing during fabrication and storage. The Contractor shall cooperate with the County and provide access to the materials and equipment for any such inspections. King County shall be responsible for all travelling expenses incurred by County personnel during factory inspections.

1.06 DELIVERY

- A. Equipment Delivery Date: Time is of the essence in this Contract. The Contractor will be held in strict compliance with the delivery requirements set forth in these specifications. The switchgear specified herein shall be available for delivery to the delivery location designated by the County no later than the Equipment Availability Date. For each and every day that delivery is delayed beyond the established date, the County may suffer damages.
- B. The delivery locations will be identified with each purchase order. Delivery locations will be within the King County geographical boundaries.
- C. For each order, an Equipment Availability Date shall be agreed upon between the County and the Contractor. All items under the respective order shall be fabricated, tested, and prepared for shipment no later than the Equipment Availability date. The Contractor may be required to store the equipment beyond the Equipment Availability date, for a period not to exceed thirty (30) days, until receipt of Equipment Delivery Request issued by the County. The Contractor shall not ship equipment prior to receipt of such notification. The County will request that the equipment be shipped within thirty (30) days of the Equipment Availability date. Delivery coordination is further detailed in Section 01600 of the Installation Contract, Storage, Shipment and Handling. Installation.
- A. Equipment installation is not a part of this Contract. The Installation Contractor under a separate Contract will perform installation of the switchgear. The Contractor shall cooperate with other contractors working on or around the project site.

1.07 AUTHORITY of PROJECT REPRESENTATIVE

- A. The Project Representative is the County's point of contact for the Contractor. The County shall identify a Project Representative and delineate the Project Representative's authority prior to or concurrent with the County's issuance of the Notice to Proceed. Unless the County, in writing, indicates otherwise, the authority to (1) commit to or bind the County to any Change Orders or (2) sign the Contract or change orders rests solely in the King County Executive or its designee. When appropriate, the

Project Representative shall provide the Contractor with a delegation of authority, which identifies the person who has authority to sign the Contract and/or bind the County to changes in Contract Price.

- B. The Project Representative shall be responsible for ensuring strict compliance with the terms of the Contract and safeguarding the interest of the County in its contractual relationships. The Project Representative shall have the authority to administer the Contract. Administration of the Contract by the Project Representative includes but is not limited to:
1. Receiving all correspondence and information from the Contractor;
 2. Issuing Field Directives;
 3. Issuing Request for Change Proposals;
 4. Responding to Requests For Information;
 5. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
 6. Negotiating Change Proposals and Change Orders;
 7. Recommending Change Orders for approval by the King County Executive or its designee;
 8. Issuing decisions with respect to Requests for Change Orders and Claims;
 9. Processing payment requests submitted by the Contractor, and recommending payment;
 10. Monitoring the quality of the work and recommending acceptance of the work;
 11. Transmitting executed Change Orders, Amendments, and other Contract documents to the Contractor, and
 12. Performing all other Contract administrative functions.
- C. All correspondence, questions, and/or documentation shall be submitted to the Project Representative and the Project Representative shall disseminate such documentation appropriately.
- D. The Project Representative may designate Technical Representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature. The Project Representative will provide a written notice of such designation to the Contractor. The Project Representative may add to or modify in writing these designations from time to time. The designation letter will set forth the authorities and limitations of the Technical Representatives under the Contract. The Project Representative cannot grant a Technical Representative greater authority than the authority of the Project Representative.

END OF SECTION

SECTION 01063

HEALTH AND SAFETY

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of the County to develop, manage, direct, and/or administer the safety and health programs of Supply Contractors or in any way assume the responsibility for the safety and health of their employees. It is required that all Supply Contractors adhere to applicable federal, state and local safety, and health standards.
- B. Implement the Accident Prevention Program (APP) submitted per Section 00440 and accepted at the conclusion of the bid evaluation.
- C. This Section describes the requirements for submittal of the Supply Contractor's Site Specific Health and Safety Plan (HASP).
- D. It is not the intent of the County Wastewater Treatment Division (WTD) to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by all Supply Contractor and subcontractor groups. Supply Contractor and subcontractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations that are applicable to the work.
- E. Supply Contractor and subcontractors are encouraged to use the consulting services of the State of Washington's Department of Labor and Industries (WISHA). The Seattle Field Office is located at:
315 5th Ave. South, Suite 200
Seattle, WA 98104-2607,
(206) 515-2800
<http://www.lni.wa.gov/wisha/>
Call or write for assistance with the requirements of this Section.
- F. The HASP submittal shall be accepted and implemented per Section 01300 requirements prior to the start of site work.
- G. All work required in the Contract shall meet the requirements in RCW 49.17 and 29 CFR 1926 and be considered in the bid amount per RCW 39.04.180.

1.02 QUALITY ASSURANCE

- A. Referenced Standards: This Section incorporates, by reference, the latest revision of the following documents. It is a part of this Section as specified and modified. In case of conflict between the requirements of this Section and that of the listed document, the requirements of this Section shall prevail.

<u>Reference</u>	<u>Title</u>
29 USC 651 et seq.	Federal Occupational Safety and Health Act
29 CFR 1910.146	Permit Required Confined Spaces

29 CFR 1910.147	Control of Hazardous Energy (lockout/tagout)
29 CFR 1926	Safety and Health Regulations for Construction
Chapter 296-24 WAC	WISHA General Safety and Health Standards
Chapter 296-37 WAC	WISHA Safety Standards for Commercial Diving
Chapter 296-45 WAC	WISHA Electrical Workers Safety Rules
Chapter 296-62 WAC	WISHA General Occupational Health Standards
Chapter 296-65 WAC	Asbestos Removal & Encapsulation
Chapter 296-67 WAC	WISHA Process Safety Management Standards
Chapter 296-155 WAC	Construction Safety
Chapter 296-800 WAC	Safety and Health Core Rules
Chapter 296-824 WAC	Emergency Response
NFPA 820	
RCW 49.17	Washington Industrial Safety and Health Act (WISHA)
RCW 39.04.180	Trench Safety Systems, Safety Systems Required
WAC 296-800-110	Employer responsibilities: Safe workplace -- Summary

1.03 SUBMITTALS

- A. Procedures: Section 01300.
- B. Company Accident Prevention Plan (APP):
 - 1. Respond to review comments, if any.
 - 2. Submit two copies, revised if necessary, within five days of the effective date of the NTP.
- C. Site Specific Health and Safety Plan (HASP):
 - 1. Submit one copy of the HASP, specific to the Contract scope of work, for review and acceptance previous to starting work.
 - 2. After acceptance, submit two copies, revised if necessary.
- D. Revised APP and HASP that address changes requested by the Project Representative, WTD Hazardous Materials Program Office and/or regulatory agencies or jurisdiction per Paragraph 01063-3.02.
- E. Incident Report(s): provide three copies.
- F. Minutes and list of attendees of the pre-job safety meeting: provide three copies within three days of the meeting.
- G. Minutes and list of attendees of weekly safety tailgate meeting: provide three copies within three days of the meeting.
- H. Monthly Supply Contractor Injury Summary Report: provide three copies each month on Form 01063-A within ten days of the end of each month.
- I. Notice and listing of flammable liquids and liquefied petroleum gases when planned to be used on the work site.

1.04 SUPPLY CONTRACTOR QUALITY ASSURANCE

- A. Review the entire scope of work and applicable Contract requirements, inspect the work site location, adjacent structures and systems, to ensure that all safety considerations and requirements shall be addressed and planned prior to the start of work, in the site specific HASP.
- B. Ensure that Supply Contractor's employees and the subcontractor's employees comply with the APP and HASP.
- C. Designate a health and safety supervisor on site with appropriate training, responsibility, and full authority to coordinate, implement, and enforce the Supply Contractor's APP and HASP for the duration of this Contract. The name and telephone number of the health and safety supervisor and alternate shall appear in the APP and HASP.
- D. Ensure that safe work principles and practices are followed in completing work tasks.

1.05 Project Specific/Site Specific Health and Safety Plan (HASP)

- A. A comprehensive HASP covers all aspects of the Supply Contractor's work activities related specifically and distinctly to the work and site conditions. The HASP shall be based on a site specific hazard analysis and shall explain how the APP elements and any Contract specific safety procedures shall be applied to the identified hazards in the work.
- B. HASP organization: organized and bound to readily accept revisions and additions.
 - 1. Outline form.
 - 2. Table of contents.
 - 3. Numbered pages
- C. The following subparagraphs describe certain minimum precautions for consideration in developing an APP and HASP. Include in the HASP all of the items below which may apply to the work. There may be other items not noted below which the Supply Contractor shall address in the HASP. Items below which are not needed, note in the HASP as not applicable.
 - 1. Hazard Communication (WAC 296-62 Part C):
 - a. Contaminant gases that may be encountered include, but are not limited to, hydrogen sulfide, methane, carbon monoxide, carbon dioxide.
 - b. Provide a written Hazard Communication Program and emergency management plan addressing these and other potential hazardous substances that may exist and/or be brought on site during the work.
 - c. For work requiring the use of hazardous materials and chemicals, provide a list and corresponding Material Safety Data Sheets (MSDS) for hazardous chemicals to be used on site. If no hazardous chemicals are to be used, provide statement to that effect.
 - 2. Confined Space (WAC 296-62 Part M):
 - a. All confined spaces identified in King County wastewater treatment facilities, structures and conveyance lines are designated and classified as Permit Required Confined Spaces.
 - b. The nature of the work may expose workers to permit-required confined spaces having possible explosive, toxic and oxygen deficient atmospheric conditions.

- c. Prior to execution of work in confined spaces, provide a written Permit Required Confined Space Safety Program that meets the requirements of 29 CFR 1910.146 and WAC 296-62 Part M.
- 3. Hazardous Energy Control, Lock-out & Tag-out (WAC 296-24 Part A-4):
 - a. The nature of the work may expose workers to hazardous energy sources that include, but are not limited to, electrical, mechanical, pneumatic, hydraulic, thermal, and computerized systems. Provide a written plan outlining safe work practices addressing hazardous energy control procedures that meet the requirements of 29 CFR 1910.147 and WAC 296-24 Part A-
 - b. Lock-out/Tag-out:
 - 1) In the written plan outlined above, address the Lock out/Tag out procedures that meet the requirements of 29 CFR 1910.147 and WAC 296-24 Part A-4. The written plan is to be coordinated and be compatible with the County's existing program for Lock-out/Tag-out.
- 4. Fall Prevention and Protection (WAC 296-24 Part J-1 and WAC 296-155 Part C-1):
 - a. The nature of the work may expose workers to fall hazards.
 - b. Provide a written Fall Prevention and Protection plan outlining safe work practices addressing fall hazards that meet the requirements of WAC 296-24 Part J-1 and WAC 296-155 Part C-1.
- 5. Personal Protective Equipment (WAC 296-24 Part A-2):
 - a. The nature of the work may expose workers to miscellaneous injury hazards to the head, hands, feet, body, eyes, ears, etc.
 - b. Provide a written Personal Protective Equipment (PPE) plan outlining safe work practices addressing the use of personal protective equipment and clothing that meet the requirements of WAC 296-24 Part A-2.
- 6. Biological Agents (WAC 296-62 Part J):
 - a. Wastewater systems carry a wide spectrum of disease-producing organisms.
 - b. Provide a written hazard communication and biological/bloodborne pathogen program detailing the preventive measures to be taken to provide an appropriate work environment for all site employees as well as County staff on site. These may include, but are not limited to, the following:
 - 1) Instruction in appropriate measures to avoid contamination.
 - 2) A preventative inoculation program (tetanus/diphtheria, etc.) available to all employees.
 - 3) Personal protective equipment and clothing to protect against infection, including rubber boots with full sole and heel steel insert-liners, safety glasses or goggles, and gloves.
 - 4) Facilities for workers to clean up, wash, and maintain good personal hygiene practices.
- 7. Fire Protection- Hot Work and Hot Work Permits (HWP):
 - a. A HWP is utilized in all WTD facilities and construction sites where the potential for the ignition of explosive gases, liquids and/or flammable/ combustible materials or oxygen enriched atmospheres may potentially exist.
 - b. Identify any type of work that produces a possible source of ignition in the presence of a fuel and oxygen (Fire Triangle) such as sparks, static electricity, welding, torch cutting, flame heating, brazing, grinding, sanding, and drilling. These activities are considered extremely dangerous in areas where the potential for a Lower Explosive Limit (LEL) above 10% or oxygen enriched atmosphere above 23% could be encountered.
 - c. A HWP is required for areas that are classified per the WAC and NFPA 820, as applicable.

- 1) Permit-Required Confined Spaces.
- 2) Process Safety Management system areas.
- 3) Class 1 Division 1/Division 2 hazardous locations.
- 4) All other areas where the hot work would be in close proximity to combustibles or flammables.
- d. Request a WTD HWP from the Project Representative a minimum seven days prior to use. The HWP provides written authorization to perform Hot Work operations and establishes conditions necessary to perform these operations.
- e. Supply Contractor HWP: for all sites under Supply Contractor control. Annotate how Supply Contractor HWP is established and employ a system for issuing and monitoring its use.
- f. A HWP is valid only for the parties performing the work, the work shift during which the work is conducted, and only for the conditions observed and evaluated when the permit is issued.
8. Suspect Material:
 - a. Promptly suspend work and notify the Project Representative of unusual conditions, including oily soil found on work site. Work shall remain suspended until the Project Representative authorizes, in writing, that the work may resume.
9. Process Safety Management (Chapter 296-67 WAC):
 - a. The County uses chlorine (as a disinfectant), propane, and generates digester gas (methane) at the wastewater treatment plants. Chlorine in small concentrations can cause irritation or burning of skin, coughing, pulmonary edema, and inflammation of the respiratory tract; in greater concentrations, it can cause cardiac complications. Propane and methane are potentially explosive.
 - b. At a minimum, provide a written Hazard Communication Program detailing the preventive measures to be taken to provide an appropriate work environment for its employees as well as County staff on site. Where Supply Contractor's work involves modifications to the chlorine, propane, and/or digester gas systems, provide detailed Management of Change (WAC 296-67-045) documentation, drawings, operating procedures.
10. Underground Construction (WAC 296-155 Part Q)
Not Used.
11. Commercial Diving Operations (Chapter 296-37 WAC):
Not Used.
12. Flammable Liquids and Liquified Petroleum Gases (LPG):
 - a. No propane, propylene, butane, isobutane, and butylenes shall be stored inside buildings.
 - b. Provide a written listing of each of the materials listed in Paragraph 01063-1.05C.13a planned to be used on site.
 - c. When materials listed in Paragraph 01063-1.05C.13a are to be used on the work site, submit listing of the materials and notice prior to arrival on the work site.
13. Excavation, Trenching and Shoring.
14. Heavy Equipment Operations, Staging.
15. Traffic Control Plan.

1.06 UTILITIES

- A. Call the Utilities Underground Location Center (UULC) before you dig (1-800-424-5555).

- B. During the performance of the work, take appropriate precautions when working near, around, and/or with utilities, in order to protect the health and safety of the worker, the public, property, and the environment.
- C. Provide a flagged warning line for all work conducted in proximity to power lines. Coordinate with utility owner for this work.
- D. Coordinate with the utility owner and the Project Representative to obtain approval to disconnect or reconnect utilities.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SAFETY AND HEALTH COMPLIANCE

- A. The Project Representative and the WTD Safety and Hazardous Material Office reserves the right to audit the Supply Contractor's APP and implementation of the HASP. The Project Representative and the WTD Safety and Hazardous Material Office reserve the right to stop that portion of the Supply Contractor's work that is determined to be an imminent or immediate threat to worker health or safety. Ongoing work and hazardous situations that are considered a safety or health risk by the Project Representative shall be corrected immediately.
- B. Ensure that necessary air monitoring, ventilation equipment, protective clothing, hazardous energy control devices, fall prevention, and other specified supplies and equipment are made readily available to employees to facilitate implementation of the APP and the HASP.
- C. All County facility entry protocols shall be followed. Enter all County facilities in teams of two or more. With written approval of the Project Representative, Supply Contractor employees may enter alone only for short-term walk through inspections that do not involve working on ladders, with electrical equipment, or entering confined spaces. Any work beyond short term work which involves Supply Contractor employees working alone requires written approval of the Project Representative.
- D. Notify the Project Representative and the WTD Safety and Hazardous Material Office immediately of all incidents involving personal injury and/or property damage. Provide a written report known as the Incident Report within 24 hours of any incident. Report for each incident occurrence shall include:
 - 1. Description of the event.
 - 2. Names of personnel involved.
 - 3. Description of injuries and treatment required (short term and long term).
 - 4. Description of property damage.
 - 5. Site visits and inspections of other agencies as a result of an incident. Include names of the persons, purpose of the visit, and any other pertinent information.

- E. Conduct a pre-job safety meeting with Supply Contractor staff and with all subcontractor staff. Submit list of attendees and minutes of pre-job safety meeting.
- F. Conduct all weekly safety tailgate meetings. Submit list of attendees and minutes of weekly safety tailgate meetings.
- G. Submit a Monthly Supply Contractor Injury Report on Form 01063-A in Section 01999 consisting of a summary of the current month's injury accidents.
- H. Use of intoxicants or of illegal or debilitating drugs while working on a County contract is prohibited.
- I. Failure to comply with safety and health regulations will result in work suspension until adequate safety and health measures are implemented.

3.02 SITE SPECIFIC HEALTH AND SAFETY PLAN REVISIONS

- A. In the event that the Project Representative and/or the WTD Safety and Hazardous Material Office, regulatory agencies, or jurisdictions determine that the HASP or associated documents, or organizational structure to be inadequate to protect employees and the public:
 - 1. Modify the APP and HASP to meet the requirements of said regulatory agencies, jurisdictions, and/or the Project Representative.
 - 2. Provide submittal for revisions to the APP and/or HASP within seven days of the notice of a required modification.
 - 3. The revision shall be approved by the Project Representative and the WTD Safety and Hazardous Material Office prior to changing work practices.

3.03 POSTING

- A. Provide and maintain a copy of the accepted APP and the HASP at the Supply Contractor's job site office and at each of the subcontractors' offices.

3.04 COMPLIANCE

- A. Failure to comply with this Section will result in work suspension until adequate safety and health measures are implemented.

3.05 TECHNICAL ASSISTANCE

WTD Safety and Hazardous
Materials Program Office
210 S. Jackson St. MS: KSC-NR-
0515
Seattle, WA 98104

Kathy Bender, WTD
Construction Safety
Coordinator
Phone: (206) 684-1273

Jim Faccone, WTD Safety and
Hazardous Material Program
Supervisor
Phone: (206) 684-1237

END OF SECTION

SECTION 01300
SUBMITTALS PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies procedures and requirements for all submittals, substitutions, deviations, and the master submittal list required by the Specifications.
- B. Submit descriptive information, which will enable the Project Representative to assess whether the proposed materials, equipment, or methods of work are in general conformance with the work and in compliance with the Contract.
- C. No fabrication or construction work shall occur on a specific submittal item without a submittal disposition stated in Paragraph 01300-3.03B.1 or -B.2.

1.02 MASTER SUBMITTAL LIST

Not Used.

1.03 SUPPLY CONTRACTOR RESPONSIBILITIES

- A. Be responsible for the accuracy and completeness of the information contained in each submittal.
- B. Verify that the material and equipment described in each submittal conforms to the requirements of the Contract prior to submittal.
- C. Ensure that the material, equipment and methods of work used shall be as described in the submittal.
- D. Ensure there is no conflict with other submittals. Notify the Project Representative where such submittal may affect the work of another submittal.
- E. Ensure coordination of submittals among the suppliers, related crafts, subcontractors, and with the planned work.
- F. Submit a request using Form 01300-A from the Installation Contract for all substitution requests.
- G. Call out all deviations from the Contract on the submittal Form 01300-A of the Installation Contract and note where applicable in the body of the submittal.

1.04 APROVED EQUAL

- A. Definition: an item of material or equipment proposed by the Supply Contractor that has the same function, quality, durability, appearance, strength, and design characteristics equal to that named, that meets the requirements of the Specification, and is sufficiently

similar so that no change in related work is required. The item of material or equipment shall reliably perform at least equally well for the function imposed by the design concept of the completed work as a functioning whole. In general, approved equal applies to manufactured items.

- B. Clearly mark on the submittal Form 1300-A.
- C. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. Supply Contractor shall not assume acceptance at any time prior to the rendering of decision by the Project Representative. The decision cannot be appealed within the provisions of Section 00700.

1.05 SUBSTITUTION

- A. Definition: an item of material, equipment, means, method, technique, sequence, or procedure which functionally meets the Contract requirements, but does not exactly meet the Specification and is equal to or better than the specified item.
- B. Submit a request for substitution with the submittal. Use Form 01300 – B and address and complete all items in the form. The request shall include complete specifications or means and methods for the item including all descriptive and cost data.
- C. Substitutions shall be authorized only by Change Order to the Contract.
- D. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. Supply Contractor shall not assume acceptance at any time prior to the rendering of decision by the Project Representative. The decision cannot be appealed within the provisions of Section 00700.

1.06 DEVIATIONS

- A. Definition: related to changes to a specified procedure, material, or product proposed by the Supply Contractor that does not fully conform to the requirements specified, but can be shown to accomplish the intent and functional requirements of the end product.
- B. Annotate in the submittal all deviations from stated requirements in the Contract. Failure to identify any deviation and subsequent acceptance of the submittal by the County shall not relieve the Supply Contractor from complying with the Contract.
- C. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. Supply Contractor shall not assume acceptance at any time prior to the rendering of decision by the Project Representative. The decision cannot be appealed within the provisions of Section 00700. A change order may be required by the Project Representative for an accepted deviation.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 TRANSMITTAL PROCEDURE

A. General:

1. Submittals shall be accompanied by Submittal/Transmittal Form 01300-A received from the Project Representative. Equipment numbers shall be listed on Form 01300-A for items being submitted. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which a submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review the group or package as a whole. No multiple-Section submittals will be allowed except where previously approved by the Project Representative.
2. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Supply Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of Submittal 25.
3. Submit all proposed approved equals as a part of the submittal process.

3.02 SUBMITTAL COMPLETENESS

- #### A. Submittals without all required information are not acceptable and may be returned.
- The Project Representative may choose to put an incomplete submittal on hold for up to seven days to allow time for the Supply Contractor to provide missing information. The on-hold time will be in addition to the days specified for the return of a submittal stated in Paragraph 01300-3.03B.

3.03 REVIEW PROCEDURE

A. Unless otherwise specified, for each submittal, submit the following:

1. One reproducible original of all submitted information. Individual sheets shall not exceed 22 inches x 34 inches.
2. Seven additional copies of each submittal including all submitted information.
3. Samples: Submit the number requested in the Specification Section.
4. Certificates: Will be considered as information. No copy shall be returned.

B. Unless otherwise specified in the Technical Specifications, within 30 days after receipt of each submittal or resubmittal, the submittal or resubmittal will be returned to the Supply Contractor. The returned material will consist of a maximum of three marked-up copies of the submittal. The returned submittal will indicate one of the following actions:

1. If the review indicates that the submittal is in general conformance with the Contract, the submittal copies shall be marked "No Exceptions Taken" and given a Review Action of "1." In this case, implement the work covered in the submittal.
2. If the review indicates that the submittal requires limited corrections, the submittal copies will be marked "Note Markings" and given a Review Action of "2." In this case, begin to implement the work covered in the submittal in accordance with the markings noted. Where submittal information is to be incorporated in O&M data, a corrected copy shall be resubmitted; otherwise, no further action is required.
3. If the review reveals the submittal is insufficient and contains incorrect data and the

comments are of a nature that can be confirmed, the submittal copies shall be marked "Comments Attached --Confirm" and given a Review Action of "3." . A Review Action "3" does not allow implementation of the work covered by the submittal until the information requested to be confirmed in the submittal has been revised, submitted, and returned to the Supply Contractor with a Review Action of either "1" or "2."

4. If the review reveals the submittal is insufficient or contains incorrect data and the comments require that the submittal be revised and resubmitted, the submittal copies shall be marked "Comments Attached --Resubmit" and given a Review Action of "4." . A Review Action "4" does not allow implementation of the work covered by the submittal until the information in the submittal has been revised, resubmitted, and returned to the Supply Contractor with a Review Action of either "1" or "2."
5. If the review reveals that the submittal is not in general conformance with the Contract, or if the submittal is incomplete, the submittal copies shall be marked "Rejected" and given a Review Action of "5." Submittals containing deviations or substitutions from Contract which have not been clearly identified by the Supply Contractor fall into this category. A Review Action "5" does not allow implementation of the work covered by the submittal until the information in the submittal has been revised, resubmitted, and returned with a Review Action of either "1" or "2."

3.04 EFFECT OF REVIEW OF SUBMITTALS

- A. Review of submittals shall not relieve the Supply Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the County.
- B. Unless identified by the Supply Contractor specifically on the submittal, no disposition of the submittal by the Project Representative changes the requirements of the Specification and Drawings.

END OF SECTION

SECTION 01600

PRODUCT SHIPMENT, HANDLING, STORAGE, AND PROTECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements and procedures for work necessary for shipment, handling, storage, and protection of material and equipment products.

1.2 SUBMITTALS

- A. Supply Contractor shall submit the following:
 - 1. Assembly instructions for parts shipped unassembled.
 - 2. Manufacturer's instructions for unloading, handling, storage, and protection prior to installation, with each shipment of each product type.
 - 3. Copy of manufacturer's notice of shipment for products critical to project schedule.
 - 4. Statements of new products delivered each month.
 - 5. Documentation of products in storage, submitted with each progress payment request.

1.3 PREPARATION FOR SHIPMENT

- A. When practical, products shall be factory assembled.
 - 1. Furnish assembly instructions for parts and assemblies that are shipped unassembled.
 - 2. Mark or tag the separate parts and assemblies for field assembly.
 - 3. Cover machined and unpainted parts that may be damaged by the elements with a strippable protective coating.
- B. Package or crate products to provide protection from damage during shipping, handling, and storage.
 - 1. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of project and Supply Contractor, equipment number, and approximate weight.
- C. Mark spare parts and special tools to identify the associated products by name, equipment, and part number. Package parts for protection against damage from the elements during shipping, handling, and storage. Ship in boxes or containers marked to indicate the contents and as stated above. Deliver spare parts and special tools before the associated equipment is scheduled for the initial test run.
- D. Not Used.
- E. Where specified for specific product, factory test results shall be reviewed and accepted before such product is shipped.

1.4 NOT USED

1.5 RECEIVING, INSPECTION, AND UNLOADING

- A. Not Used.
- B. Supply Contractor shall schedule product deliveries to correspond to installation requirements. Should product delivery not coincide with installation, the Supply Contractor shall store such products in the offsite storage area. These storage facilities shall be within 35 miles of the site of work and shall be acceptable to the Project Representative.
- C. Supply Contractor shall record the receipt of products.
- D. Upon receipt of products, Supply Contractor shall inspect for completeness and evidence of damage during shipment.
 - 1. Should there appear to be damage, notify the Project Representative immediately and inform the manufacturers and the transportation company.
 - 2. Expedite replacement of damaged, incomplete, or lost items.
- E. After completion of inspection, unload products in accordance with manufacturer's instructions for unloading, or as specified. Do not unload damaged or incomplete products to be returned to manufacturer for replacement, except as necessary to expedite return shipment.

1.6 HANDLING, STORAGE, AND MAINTENANCE

- A. Handle products in accordance with the manufacturer's written recommendations, and in a manner to prevent damage.
- B. Store products prior to installation as recommended by the manufacturer.
 - 1. Store products such as pipe and reinforcing steel off the ground in approved storage yards.
 - 2. Store items subject to damage by the elements, vandalism, or theft in secure buildings.
 - 3. Provide environmentally controlled storage facilities for items requiring environmental control for protection.
 - 4. Not Used.
- C. Not Used.
- D. Store products to provide access for inspection and inventory control. Supply Contractor shall document products in storage to facilitate inspection and to estimate progress payments for products delivered but not installed in the work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01730

OPERATIONS AND MAINTENANCE INFORMATION

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies operating and maintenance (O&M) information and manuals.

1.02 SUBMITTALS

- A. Procedures: Section 01300.
- B. O&M Information.
- C. Bound O&M Manual

1.03 CONTENT

- A. Where specified, provide O&M information for equipment and material. The following items of information shall be provided:
 - 1. Names and addresses of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier(s) of the manufacturer's equipment and parts.
 - 2. Significant design criteria including pertinent calculations used in designing, selecting, or verifying the suitability of the installed equipment.
 - 3. Pump curves: manufacturer's certified curve when specified in the Contract; otherwise, manufacturer's catalog curve.
 - 4. Lubrication information: manufacturer's recommendations regarding the lubricants to be used and lubrication schedule to be followed.
 - 5. Control diagrams: include diagrams for internal and connection wiring.
 - 6. Installation and startup procedures: manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.
 - 7. Operating procedures: manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.
 - 8. Preventive maintenance procedures: manufacturer's recommended steps and schedules for maintaining the equipment.
 - 9. Overhaul instructions: manufacturer's directions for the disassembly, repair, and reassembly of the equipment, and any safety precautions that must be observed while performing the work.
 - 10. Spare parts list: manufacturer's recommendations of number of parts which should be stored by the County and special storage precautions which may be required, as well as the generic title and identification number of each component part of the equipment.
 - 11. Exploded view or plan and section views: detailed plan and section views of equipment when exploded views are not available. All views shall have detailed part callouts matching those callouts of the parts list. Exploded or cut views of equipment shall be provided, if available, as a standard item of the manufacturer's information.
 - 12. Specific information: as necessary where items of information are not included in the above list but are required.

PART 2 PRODUCTS

2.01 BINDER MATERIALS

- A. Binders for final bound O&M manuals:
 - 1. 3-post.
 - 2. durable covers with metal piano hinges and locking slide bar assembly.
 - 3. capable of extending to a maximum 5-inch thickness.
- B. Acceptable Manufacturer: Avery Arch Ring Binder with Metal Hinge (#98086), or approved equal.

PART 3 EXECUTION

3.01 INITIAL SUBMITTAL

- A. Manufacturer's standard brochures and manuals used to describe the equipment and the O&M procedures, shall be modified to reflect only the model or series of equipment used. Extraneous material shall be crossed out neatly or otherwise annotated or eliminated.
- B. Photocopies of manufacturer's standard brochures and manuals will not be approved for the final bound sets.
- C. Facsimile paper or photocopies of facsimile information will not be allowed.
- D. Disposition of O&M information will be noted on the returned submittals. Only O&M information with a disposition of "1" or "2" shall be included in the O&M final bound sets.

3.02 FIELD CHANGES

- A. Following the accepted installation and operation of an equipment item, the item's instructions and procedures shall be modified and supplemented to reflect field changes or additional field data information.

3.03 FINAL BOUND SETS

- A. Following start-up, but prior to acceptance of the work, provide five binders of the approved O&M information. The information shall be organized in the binders in numerical order by the Specification Sections. All brochures and manuals contained therein shall be appropriately labeled with the applicable equipment name and equipment number as it appears in the Contract Documents, and shall also indicate the Specification Section.
- B. Each binder shall contain a table of contents and spare parts information and shall be provided with tab sheets to permit easy location of the desired sections of the manual.
- C. Each binder shall contain an index that includes a complete equipment list in alpha-numerical order by the equipment numbers assigned in the Contract Documents. Each

equipment number shall be cross-referenced to the applicable Specification Section tab located in the manuals.

- D. Each binder shall include a copy of the Spare Parts Documentation Forms submitted per Section 01750 and the Warranty Forms per Section 01740.

3.04 PAYMENT

Not Used.

END OF SECTION

SECTION 01750

SPARE PARTS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section summarizes the requirements for spare parts listed in Division 16. More specific information pertaining to types and quantities of the spare parts is provided in the individual Sections.

1.02 STORAGE

- A. The Supply Contractor is responsible for the delivery, storage, and protection of spare parts and equipment required in accordance with manufacturer recommendations.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SHIPMENT OF THE SPARE PARTS

- A. Provide for the delivery and off-loading of spare parts at a County location, as determined by the Project Representative.
- C. Jointly inspect spare parts with the Project Representative and verify condition and quantities. Mutual agreement and signoff on the Spare Parts Release Form shall constitute turnover of the spare parts.
- D. The spare parts may be delivered only upon completion of the operational testing phase of the installation work, and prior to issuance of Substantial Completion. The only exception shall be the acceptance of spare parts for that portion of the work accepted for Possession and Use prior to issuance of Substantial Completion.

3.02 DOCUMENTATION

- A. Turn over five copies of the Spare Parts Release Form to the Project Representative with the spare parts.
- B. Include the Spare Parts Release Form in the final bound operations and maintenance (O&M) manual. Include mention of the Spare Parts Release Form in the Table of Contents.

3.03 PAYMENT

Not Used.

END OF SECTION

SECTION 01810

CONTRACTOR SERVICES DURING INSTALLATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the services to be provided by the manufacturer's representative at the job site for assistance during equipment unloading, installation, startup, testing, and training.

PART 2 PRODUCTS

2.01 CONTRACTOR RESPONSIBILITIES

- A. Competent and experienced technical representatives shall represent the Contractor as may be necessary to resolve assembly or installation problems at the project site which are attributable to, or associated with, the equipment furnished. The Contractor shall include in its bid all associated expenses to be incurred by the Contractor's representative during visits to the project site. (Coordinate with Section 3-6 Payment Procedures.)

PART 3 EXECUTION

3.01 CONTRACTOR SERVICES

- A. Unloading and Installation Assistance: Prior to unloading the equipment at the project site, the Contractor, the Installation Contractor and the County will make a joint inspection of the equipment items and will note in writing, all identified defects or omissions in the equipment. The Contractor is responsible for making any necessary corrections at no additional cost to the County.
- B. Pre-Operational Checkout: The Contractor's representative shall inspect the installation of the equipment, and shall make the necessary adjustments to the installed equipment for satisfactory operation prior to field-testing. The Contractor shall provide a Certificate of Readiness stating that the equipment has been installed in accordance with the Contractor's recommendation, and has been inspected by the Contractor's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, and that the proper electrical and mechanical connections have been made.
- C. Field Testing: Where field testing is called for in the specifications, the Contractor shall perform the test, which shall include checking for proper rotation, alignment, speed,

excessive vibration, and noisy operation. Initial equipment adjustment and calibrations shall be performed in the presence of, and with the assistance of the Contractor. The Contractor shall provide a Manufacturer's Certificate stating that proper adjustments have been made, and the equipment is ready for plant commissioning and operation.

- D. Commissioning Assistance: The Contractor shall conduct final performance testing and commissioning, as required by the specifications. These services shall continue until the applicable equipment or system has been successfully commissioned and has been accepted by the County for full-time operation.
- E. Training of King County's Personnel: The Contractor shall provide detailed instructions to County personnel for operation of the specified equipment. These training services shall include pre-startup classroom and on-site equipment instruction; post-startup classroom and on-site equipment instruction; and factory classroom training, as stated in the specifications and in accordance with the outline included at the end of this Section. (The Training will be included in the labor rate in Attachment B D. Day Rates)
- F. Video Recording of Training: The County wishes to video record training sessions given by the Contractor's representatives for ongoing training.

3.02 REQUEST FOR SERVICES

- A. The County shall provide to the Contractor a 14 day advance notification of a request for manufacturers services.

3.03 PAYMENT FOR SERVICES

- A. Contractor services during installation, if performed at the request of the County, will be payable at the rates established on the general conditions, Section 3-6 Payment Procedures.

END OF SECTION

SECTION 16000

GENERAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 GENERAL

1.00 EVALUATION OF BID SUBMITTAL FORM

Bidders must submit a list of items, with published price list per unit, of all equipment covered in this invitation to bid as per specifications, any other pieces of equipment necessary for the system to operate as described. Bidders can provide a discount off price list which the County will not use to determine the lowest responsive, responsible bidder.

1.01 SUMMARY

This Section specifies general requirements for electrical work. Detailed requirements for specific electrical items are specified in other sections of this Division, and are subject to the general requirements of this Section.

Related Sections: The work of the following Sections is related to the work of this Section. Other Sections, not referenced below, may also be related to the proper performance of this work. It is the Supplier's responsibility to perform all the work required by the Contract Documents.

1. Section 16910 – Medium Voltage Switchgear

1.02 QUALITY ASSURANCE

- A. Referenced Standards: This Section incorporates by reference the latest revision of the following document. These references are a part of this Section as specified and modified. In case of conflict between the requirements of this Section and that of the listed document, the requirements of this Section shall prevail.

Reference	Title
IEEE C2-2002	National Electrical Safety Code
NFPA 70	National Electrical Code (NEC) and local amendments
UBC	Uniform Building Code
UL	Underwriters Laboratories

- B. Identification of Listed Products:

1. Electrical equipment and materials shall be listed for the purpose for which they are to be used, by an independent testing laboratory. Three such organizations are Underwriters Laboratories (UL), Canadian Standards Association (CSA), and Electrical Testing Laboratories (ETL). Independent testing laboratory shall be acceptable to the inspection authority having jurisdiction.
2. When a product is not available with a testing laboratory listing for the purpose for which it is to serve, the product may be required by the inspection authority, to undergo a special inspection. All costs and expenses incurred for such inspections shall be included in the original contract price.

- C. Factory Tests: Where specified in the specification section, perform factory tests at the place of fabrication. Perform on completion of manufacture or assembly.

1.03 SUBMITTALS

A. Procedures:

1. Each group of Shop Drawings, manufacturer's literature, equipment data, and samples shall be submitted complete with a transmittal form.
2. Schedule submittals to expedite the project. Deliver each submittal to the Engineer with copy to Owner.
3. Present submittals in a clear and thorough manner and use sheet size of not less than 8-1/2 by 11 inches and not more than 24 by 36 inches. Provide space for Engineer review stamp.
4. Number each submittal consecutively. Assign resubmittals the same transmittal number as the original with a suffix of a sequential letter to indicate the resubmittal. Include only those documents previously issued under original transmittal number in resubmittals. Do not combine new submittals with resubmittals.
5. Enter the number of copies of each item submitted. Indicate if the submittal is an original submittal, a first resubmittal, or a higher numbered resubmittal.
6. Revise and resubmit documents as required. Identify all changes made since previous submittal. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
7. Allow sufficient time for Engineer's review of submittals and resubmittals.

B. Catalog cuts of equipment, devices, and materials requested by the specification sections.

1. Catalog information includes technical specifications and application information, including ratings, range, weight, accuracy, etc.
2. Catalog cuts shall be edited to show only the items, model numbers, and information which apply to the submittal requirements.
3. Catalog cuts shall be assembled in a folder. Each folder shall contain a cover sheet, indexed by item, and cross-referenced to the appropriate specification paragraph.

C. Interconnection diagrams depicting all cable requirements together with their actual terminations.

D. Shop drawings of the completed assembly and component parts. Drawings shall show all dimensions, installation information, shipping splits, and field assembly of shipped sections. Shop drawings shall also include all electrical connections with terminal numbers clearly shown.

1.04 DEFINITIONS

A. Elementary or Schematic Diagram: A schematic (elementary) diagram shows, by means of graphic symbols, the electrical connections and functions of a specific circuit arrangement. The schematic diagram facilitates tracing the circuit and its functions without regard to the actual physical size, shape, or location of the component devices or parts.

- B. One-Line Diagram: Shows by means of single lines and graphical symbols the course of an electrical circuit or system of circuits and the components, devices, or parts used therein. Physical relationships are usually disregarded.
- C. Block Diagram: A diagram of a system, instrument, computer, or program in which selected portions are represented by annotated boxes and interconnecting lines.
- D. Wiring Diagram or Connection System: A wiring or connection diagram includes all of the devices in a system and shows their physical relationship to each other including terminals and interconnecting wiring in an assembly. This diagram shall be (a) in a form showing interconnecting wiring only by terminal designation (wireless diagram), or (b) a panel layout diagram showing the physical location of devices plus the elementary diagram.
- E. Interconnection Diagram:
 - 1. Show all external connections between terminals of equipment and outside points, such as motors and auxiliary devices.
 - 2. References shall be shown to all connection diagrams which interface to the interconnection diagrams.
 - 3. Interconnection diagrams shall be of the continuous line type.
 - 4. Bundled wires shall be shown as a single line with the direction of entry/exit of the individual wires clearly shown. Wireless diagrams and wire lists are not acceptable.
 - 5. Each wire identification as actually installed shall be shown.
 - 6. The wire identification for each end of the same wire shall be identical.
 - 7. All devices and equipment shall be identified.
 - 8. Terminal blocks shall be shown as actually installed and identified in the equipment complete with individual terminal identification.
 - 9. All jumpers, shielding and grounding termination details not shown on the equipment connection diagrams shall be shown on the interconnection diagrams.
 - 10. Wires or jumpers shown on the equipment connection diagrams shall not be shown again on the interconnection diagram.
 - 11. Signal and DC circuit polarities and wire pairs shall be shown.
 - 12. Spare wires and cables shall be shown.
- F. Arrangement, Layout, or Outline Drawings: An arrangement, layout, or outline drawing is one which shows the physical space and mounting requirements of a piece of equipment. It may also indicate ventilation requirements and space provided for connections or the location to which connections are to be made.

1.05 DRAWINGS

- A. Drawings provided as part of the work shall be prepared and submitted using AutoCAD 2000 or a newer release.
- B. Drawings shall be complete with borders and title blocks clearly identifying Contract name, equipment, and the scope of the drawing.
- C. Drawing shall comply with standard requirements supplied by King County.

1.06 SITE CONDITIONS

- A. General: Ambient minimum temperature of -10 degrees C and maximum temperature of 40 degrees C at an elevation ranging from sea level to 3000 feet without exceeding the manufacturer's stated tolerances.
- B. Classified Areas: Not Used
- C. Seismic:
 - 1. Electrical equipment: Braced per UBC for Seismic Zone 3.
 - 2. Provide calculations for overturning moment and design of the embedded anchors for securing free-standing equipment to the building structure.
 - 3. Fasten equipment that is front-accessible only to the wall or ceiling as well as the floor.

1.07 ELECTRICAL EQUIPMENT, DELIVERY, STORAGE, AND HANDLING

- A. Deliver equipment FOB to Project site. The installation contractor is responsible for arranging, paying for insurance, freight, and shipping, and handling equipment between factory and site.
- B. Prior to installation, store and handle electrical equipment in accordance with manufacturer recommendations and maintain equipment in a clean and dry condition.

1.08 STATION ELECTRICAL POWER SERVICE

Not used.

1.09 INDICATING LAMP COLORS

- A. Unless otherwise specified, equipment to follow with colored lenses in accordance with the following schedule:

Color	Function	Example
Red	Circuit breaker closed	Circuit energized
Green	Circuit breaker open	Circuit deenergized
White	Normal condition	Control power on, status OK or clear
Amber	Abnormal condition	Failure of equipment or status (yellow) abnormal, fault condition

1.10 PERSONNEL

- A. Any Electrical Work supplied under this contract shall be performed by a licensed electrical Contractor in accordance with Washington State Chapter 19.28 RCW.
- B. For medium voltage electrical work, use only persons possessing a current journeyman electrician certificate of competency issued by the Washington State Department of Labor and Industries in accordance with Chapter 296-401A WAC.

1.11 SAFETY AND PROTECTION

- A. Safety Measures to Be Taken: King County will not provide design and construction review services relating to the supplier's safety precautions or to the means, methods, techniques, sequences or procedures required for the Supplier to perform his work. The Supplier will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of King County to conduct construction observations of the Supplier's performance is not intended to include review of the adequacy of the Supplier's safety measures, in, on or near any construction site. It shall be the supplier's responsibility to comply with applicable safety and health regulations for construction sites. The Supplier shall consult with the local jurisdiction, King County, Washington State and/or Federal safety inspector for interpretation whenever in doubt as to whether safe conditions do or do not exist or whether the Supplier is or is not in compliance with applicable regulations.
- B. Protection: The Supplier shall take whatever measures are required to ensure that electrical safety and protection are maintained, including the proper covering, signage, and securing of "live" circuits.

1.12 SUPPLIER RESPONSIBILITIES DURING CONSTRUCTION

- A. Upon completion of the work, and after all tests, the Supplier and Installation Contractor shall demonstrate and instruct the King County's designated operating and maintenance, and training personnel in the adjustment, operation, and maintenance of systems and equipment, including pertinent safety requirements as required.
- B. Each instructor shall be an equipment factory representative and shall be thoroughly familiar with all parts of the installation and shall be trained and certified in operating theory as well as practical operation and maintenance work. The field instruction shall cover all of the items contained in the operating and maintenance manuals as well as demonstrations of routine maintenance and servicing operations.
- C. The Supplier shall provide training on-site. The training shall be limited to one course (for all types of training) at a time. There shall be two sessions for each course to train workers of different shifts.
- D. Training Requirements: The instruction shall include, as a minimum, the following:
 - 1. Description of each basic electrical system includes startup, normal operation, normal shutdown, emergency startup, emergency shutdown, normal testing, and trouble shooting conditions.
 - a. Explain identification system.
 - b. Describe interfaces with electrical equipment including interlocks, sequencing, start-up, shutdown, emergency, safety, system failure, security and other provisions.
 - c. Outline basic maintenance procedures including adjustments to optimize output and efficiency of electrical systems.
 - d. Display and conduct a "thumb-through" explanation of the maintenance manuals, record drawings, spare parts inventory, metering and other service items.
 - e. Conduct a detailed review of preventative maintenance measures.
 - f. Review trouble modes and remedies.

2. Training Documentation: Lesson plans and training manuals for the training phases including types of training shall be provided with lists of reference materials and sections of O&M manual to be addressed. The final O&M manuals and lesson plans shall be approved by King County prior to the scheduling and performance of training.
3. Audio-video Recordings: The Supplier shall provide all equipment, materials and qualified personnel to visually and audibly record on video record all training sessions for supplied equipment. The qualifications of the video recording personnel shall be submitted for approval at least 10 days prior to the session. Videotapes shall be produced in VHS format or video disks in DVD format. Each system or piece of equipment cover shall be recorded as a single program and correlated with the O&M manuals. An identification label shall be affixed to the tape and be shown on the first two minutes of recording. The label shall identify the project/contract number, equipment or system discussed, length of recording, reference O & M manual.

PART 2 PRODUCTS

2.01 EQUIPMENT AND MATERIALS

- A. General:
 1. Equipment and materials shall be new and free from defects.
 2. All material and equipment of the same or a similar type shall be of the same manufacturer throughout the work.
 3. Standard production materials shall be used wherever possible.
- B. Equipment Finish: Equipment and materials shall be painted by the manufacturer.
- C. Galvanizing: Not Used.

2.02 WIRE MARKERS

- A. Identify each power and control conductor at each terminal to which it is connected.
- B. Conductors size No. 10 AWG or smaller shall have identification sleeves.
- C. Conductors: Identify as shown on the drawings.
- D. Machine print on sleeves with permanent black ink the letters and numbers that identify each wire.
- E. Figures: 1/8 inch high.
- F. Sleeves: Yellow or white tubing, sized to fit the conductor insulation.
- G. The sleeves shall be shrunk to fit the conductor with hot air after installation.

- H. Acceptable Manufacturer:
 - 1. TMS Thermofit Marker System by Raychem Co.
 - 2. Sleeve style wire marking system by W. H. Brady Co.
 - 3. Approved equal.
- I. Adhesive strips are not acceptable.
- J. Use cable markers of the locking tab type for conductors No. 8 AWG and larger.
- K. Tabs: white plastic with conductor identification number permanently embossed.

2.03 NAMEPLATES

- A. An engraved nameplate shall be provided for each compartment door, both on the front and rear, each cubicle rear panel, and for each device, such as instruments, meters, relays, switches, indicating lights, test switches, etc. mounted on the front door. In general, nameplates shall be black and white 1/8 inch thick lamicaid, with lettering engraved through the black surface exposing the white lamination beneath. Letter height shall be 1/8 inch minimum, unless noted otherwise.
- B. Nameplates shall be fastened using threaded fasteners. Adhesive tape or self tapping screw is Not acceptable.
- C. Warning nameplates shall be provided on each compartment with external circuit. Warning nameplate shall be red background with white letters and shall read:
"CAUTION – THIS UNIT CONTAINS AN EXTERNAL VOLTAGE SOURCE"
- D. Nominal Size: 3/4 inch high by 2 inches long.
- E. Nameplates on circuit breaker shall be made of non-corrosive stainless steel, not less than 1/32 inch thick, and shall be fastened by threaded machine screws.
- F. Nameplates shall in no way be obstructed, and shall be clearly legible.
- G. In addition, the unit, section or equipment name, and tag No; shall be inscribed on a separate stainless steel tag, permanently fastened by threaded machine screws at locations near the Manufacturer's nameplate, on each side, front and rear of every section or line-up of switchgear.

2.04 TERMINAL BLOCKS

- A. Terminal blocks shall have a rating of 600 volts and shall be of the molded plastic type having screw-type terminals for No. 10 machine screws. The screws shall screw directly into the contact strips and not nuts embedded in the terminal blocks. The contact strips shall have sufficient thickness to assure that torque applied to the No. 10 screws to hold the terminal lugs to the contact strips will not damage the threads in the tapped holes. The screws shall not bottom on the terminal block. The contact strips shall be firmly secured to the blocks and shall

be separated by insulated barriers. The blocks shall require at least two mounting screws (one on each end) per block.

- B. Terminals shall be provided with integral marking strips which shall be permanently identified with the connecting wire numbers as shown on the Drawings.
- C. Terminal blocks for P-circuits (power 208-600 volts): Rated not less than the conductor current rating and less than 600 VAC.
- D. Terminal blocks for C-circuits (control and/or power 120 volts or less power) and S-circuits (signal): Rated not less than 20 amperes and less than 600 VAC.
- E. No more than two wires shall be placed under one screw, except terminals provided for connection of external wiring shall be arranged for one wire per point. Looping of wires for field connection is not acceptable.
- F. All terminal blocks shall be accessible with the breaker in any position. Terminal points for field connection shall be a minimum of 12 inches above the floor.
- G. Terminal blocks for field wiring shall have manufacturers wiring on the left side and the right side shall be available for field wiring. The terminals for the power cables shall be provided with terminal pads having holes drilled in accordance with NEMA Publication No. CC 1.
- H. High strength cadmium plated bolts shall be furnished for the power terminals.
- I. All power cable terminations shall be readily accessible.

2.05 PRODUCT DATA

- A. Applicable operation and maintenance information on an item-by-item basis. Operation and maintenance information shall be provided at the time of equipment, device, or material site delivery. Full-size drawings shall be reduced to 11 x 17 inches.
- B. Submit per section 01730.
- C. Not Used

PART 3 EXECUTION

3.01 GENERAL

- A. Not Used

3.02 TESTING

- A. Not Used

3.03 RECORD DOCUMENTS

A. Not Used

END OF SECTION

SECTION 16910

MEDIUM VOLTAGE – 5000 VAC SWITCHGEAR

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies metal-clad switchgear for use with drawout circuit breakers commonly rated 5,000 volts for indoor application. Lineups may include load interrupter feeder switches.
- B. Related Sections: The work of the following Sections is related to the work of this Section. Other Sections, not referenced below, may also be related to the proper performance of this work. It is the Contractor's responsibility to perform all the work required by the Contract Documents.

Section 16000 – General Requirements for Electrical Work

1.02 QUALITY ASSURANCE

- A. Referenced Standards: This Section incorporates by reference the latest revision of the following document. These references are a part of this Section as specified and modified. In case of conflict between the requirements of this Section and that of the listed document, the requirements of this Section shall prevail.

Reference	Title
ANSI C37.09	Test Procedure for AC High-Voltage Circuit Breakers
ANSI C39.1	Requirements for Electrical Analog Indicating Instruments
ANSI C37.2	Electrical Power System Device Function Numbers
ANSI C57.13	Standard Requirements for Instrument Transformers
ANSI C37.20	Switchgear Assemblies Including Metal Enclosed Bus
ANSI C37.9	Test Code for Power Circuit Breakers
NEMA FU-1	Low Voltage Cartridge Fuses
NEMA ICS-1	Industrial Control Systems
NEMA SG-4	Power Circuit Breakers
NEMA SG-5	Power Switchgear Assemblies
UL 508	Standards for Industrial Control Equipment
ANSI C12.1	Code for Electricity Metering.
ANSI C37.06	Switchgear – AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis – Preferred Ratings and Related Capabilities.”
ANSI C37.46	Specifications for Power Fuses and Fuse Disconnecting Switches.
ANSI/IEEE C37.04	Structure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
ANSI/IEEE C37.90	Relays and Relay Systems Associated with Electric Power Apparatus.

NETA ATS	Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
NFPA 70	National Electrical Code as adopted and administered by the Authority Having Jurisdiction.

- B. The complete switchgear assembly shall be listed and labeled for the purpose for which it is used by the Underwriters Laboratories Inc. (UL).
- C. Manufacturer Qualifications: Manufacturer shall be experienced in manufacturing switchgear similar to those indicated for this Proposal and with a greater than 10-year record of successful in-service performance.
- D. Source Limitations: Switchgear shall be supplied through one source and from a single manufacturer.

1.03 SUBMITTALS

- A. Manufacturer's product literature.
- B. Operation and maintenance manuals.
- C. Results of factory tests during construction contracts.
- D. Results of field tests during construction contracts.
- E. Time-current characteristic curves for overcurrent protective devices, including circuit-breaker trip devices and fusible devices.
- F. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loadings, required clearances, method of field assembly, components, and location and size of each field connection. Include the following:
 - 1. Master drawing index.
 - 2. Front view elevation.
 - 3. Floor plan.
 - 4. Nameplate Schedule.
 - 5. Nameplate diagram per ANSI requirements.
 - 6. Single-Line Drawings.
 - 7. Three-Line Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
 - 8. Bus configuration with size and number of conductors in each bus run, including phase, neutral, and ground conductors of main and branch buses.
 - 9. Current ratings of buses.
 - 10. Short-time and short-circuit ratings of switchgear assembly.
 - 11. Conduit entry/exit locations.
 - 12. Cable terminal sizes.
- G. Product Certificates: Signed by manufacturers of switchgear certifying that the products furnished comply with requirements.
 - 1. Certification of compliance with seismic zone 3 rating is required.
- H. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
- I. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

- J. Product Test Reports: Indicate compliance of switchgear with requirements.
- K. Operations and Maintenance Data: For switchgear to include in the maintenance manuals.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store so condensation will not form on or in switchgear.
- B. Apply temporary heat where required to obtain suitable service conditions.
- C. Handle switchgear using factory-installed lifting provisions.

1.05 COORDINATION

- A. Coordinate layout and installation of switchgear with other construction.

PART 2 PRODUCTS

2.01 GENERAL

- A. Switchgear shall conform to NEMA SG-5.
- B. The circuit breaker shall conform to NEMA SG-4.

2.02 RATINGS

- A. Operating System: 4160V, 3-phase, 60-Hz, 4-wire grounded with fully rated neutral.
- B. Continuous Current Rating: Continuous current rating for main and associated buses and main and tie circuit breakers shall be as specified.
- C. Short Circuit Ratings:
 - 1. Bus and motor starters shall withstand momentary fault currents within the switchgear single assembly short circuit rating of not less than the specified MVA at 4,160 volts.
 - 2. Circuit breakers shall have an interrupting rating of the specified MVA 3-phase at 4,160 volts.
 - 3. Power fuses shall be of current limiting type to meet the specified short circuit rating and shall be correctly sized for the continuous current and inrush current ratings of the connected motors.
 - 4. Fuses shall be coordinated with the feeder circuit breakers.
- D. BIL Rating
 - 1. 60 kV BIL at 4.16 kV system voltage.
- E. Manufacturer Seismic Qualification Certification: Submit certification that switchgear will withstand seismic forces defined in Section 16071 "Seismic Controls for Electrical Work." Include the following:
 - 1. Basis of Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation. The term "withstand" means the unit will remain in place without separation of any parts from the device when subjected to the

seismic forces specified and the unit will be fully operational after the seismic event.

2.03 ENCLOSURE

- A. General Requirements:
 - 1. Metal-enclosed type and factory assembled.
 - 2. The assembly shall be complete with bus, auxiliary housings, bus transition sections, instrument transformers, protective relays, control instruments, wiring and accessory devices.
 - 3. The switchgear shall be capable of being extended at either end.
 - 4. The arrangement shall be as specified in individual construction contracts.
- B. Shipping Requirements: Provide each switchgear shipping section with removable lifting angles.
- C. Finish: Manufacturer's standard ANSI-61 gray finish over a rust-inhibiting primer on phosphatizing-treated metal surfaces, except when installed outdoors. Outdoor gear shall have 1.5 to 2.0 mil thick exterior finish spray coat of high-gloss gray enamel.
- D. Construction Features:
 - 1. Configuration: 2 sections high
 - 2. Access: Front and Rear
 - 3. Isolation: Each breaker section shall be individually compartmentalized.
 - 4. Incoming Cable Compartment: Required
- E. Fully Equipped Future Switchgear Compartments: Compartments shall be furnished fully equipped with rails, mounting brackets, supports, necessary bus connections, shutters, CTs, and related wiring and breaker controls.
- F. Provisions for Expansion: Switchgear shall have provisions for expansion by having bus stubs at end and a covered plate for extension.
- G. Bus Transition Unit: Arranged to suit bus and adjacent units.
- H. Incoming-Line Unit: Arranged to suit incoming line.
- I. Outgoing Feeder Units: As indicated.
- J. Auxiliary Compartments: Arranged to house meters, relays, controls, and auxiliary equipment; isolated from medium-voltage components.

2.04 BUS BARS

- A. General: Copper with 1-mil minimum silver plating thickness all over after drilling but prior to assembly and having current and short circuit ratings as specified.
- B. Main and Tie Buses:
 - 1. Main buses: Extending through the circuit breaker and metering sections with vertical interconnections to circuit breaker and metering.
 - 2. Tie bus: Barrired from the main bus.

3. Bus bars and connections:
 4. Fully insulated.
 5. Provide suitable insulating material for insulating bus joints made in the field.
 6. Bus joint sealing compound shall be nonflammable.
- C. Ground Bus:
1. Minimum size 1/4 by 2 inches; full length of switchgear.
 2. Ground each housing unit directly to the ground bus.
 3. Ground the frame of each removable circuit breaker device through heavy multiple finger contacts at all times except when they are fully withdrawn.
 4. Provide both ends of the bus with clamp-type terminals for connection to the ground grid.
 5. Connectors shall be sized for No. 4/0 AWG bare stranded copper cable.
- D. Bus Insulation: Covered with flame-retardant insulation.

2.05 CIRCUIT BREAKERS

- A. General:
1. Vacuum interrupt breaker type.
 2. Provide breakers with a stored energy, 3-pole, single-throw, and electrically operated close and trip mechanism.
 3. The stored energy mechanism shall employ a motor charged compression spring.
 4. The voltage, current and interrupt ratings, shall be as specified.
 5. The breaker shall conform to ANSI C37.06, Symmetrical Rating.
- B. Capacitor Trip: Each circuit breaker shall incorporate a rectifier-battery-capacitor unit to provide energy for delay initiated tripping up to 48 hours following an outage.
- C. Disconnecting Mechanism:
1. Drawout self-aligning type with the disconnecting fingers mounted on the breaker.
 2. Shall rigidly hold the circuit breaker in the fully connected, test and fully disconnected positions.
 3. Provide mechanical interlocks to prevent withdrawing a closed breaker and also prevent closing the breaker between any of the 3 positions.
- D. Emergency Tripping Mechanism: The circuit breakers shall be provided with manual emergency trip operators and visual status indicators on the front of each breaker compartment.
- E. Auxiliary Switches:
1. Provide a minimum of 9 electrically independent stationary auxiliary contacts in addition to those required for the circuit breaker mechanism.
 2. The auxiliary contacts shall be operated by the breaker mechanism in both the fully connected and test positions.
 3. Wire all auxiliary contacts to terminal blocks.

2.06 CONTROL POWER

- A. The control power for the switchgear assembly shall be 120V AC.
- B. Wire the control power bus to terminal blocks for connection to an external 120V AC circuit provided in the 5000 V switchgear as necessary.
- C. Provide a control power disconnect switch in each circuit breaker housing. The control power bus shall be wired to terminal blocks for connection to an internal 120V AC circuit.
- D. Each of the two incoming line units shall contain an adequately fused withdrawable control power transformer connected on the line side of the circuit breaker.
- E. The switchgear shall contain an automatic throwover switch to provide AC control power from either of the control power transformers.

2.07 MOTOR STARTERS

- A. Not specified.

2.08 WIRING

- A. Conductors:
 - 1. Internal switchgear wiring shall consist of single conductor 90 degrees C copper wire UL-listed for panel wiring.
 - 2. The wire shall be sized to suit load requirements. Minimum size shall be No. 14 AWG.
 - 3. Conductor shall be marked in accordance with Section 16000.
- B. Terminal Blocks:
 - 1. Terminal blocks shall be heavy-duty, rated at 20 amperes minimum, 600V AC.
 - 2. Provide terminals with integral marking strips and shall be marked with wire numbers as specified.
 - 3. Provide wiring for external control circuits with terminal blocks plus 20 percent spare terminals.
- C. Terminals: Terminals shall be crimp type with ring tongue or locking spade configuration.

2.09 POWER CABLE CONNECTORS

- A. Cable connectors for outgoing power cables shall be suitable for use with copper conductors. They shall be UL-listed as compression connectors and shall be sized for the specified conductor.

2.10 EQUIPMENT IDENTIFICATION

- A. Nameplates: In addition to the manufacturer's identification, provide the switchgear with phenolic nameplates showing switchgear, tie breaker cubicle, and feeder cubicle designations as specified.
- B. Nameplates shall comply with Section 16000.

2.11 PANEL METERS, SWITCHES AND INSTRUMENT TRANSFORMERS

- A. Instrument Transformers: Comply with ANSI/IEEE C57.13.
 - 1. Potential Transformers: Secondary voltage rating of 120V and NEMA accuracy class of 0.3 with burdens of W, X, and Y, and multi-ratio CTs as appropriate.
 - 2. Current Transformers: Ratios as indicated; burden and C-200 minimum accuracy class suitable for connected relays, meters, and instruments.
- B. Multifunction Digital-Metering Monitor: UL-listed or –recognized, microprocessor-based unit suitable for three- or four-wire systems and with the following features:
 - 1. Inputs from sensors or 5A current-transformer secondaries, and potential terminals rated to 600V.
 - 2. Switch selectable digital display of the following:
 - a. Phase Currents, Each Phase: Plus or minus 1 percent.
 - b. Phase-to-Phase Voltages, Three-Phase: Plus or minus 1 percent.
 - c. Phase-to-Neutral Voltages, Three-Phase: Plus or minus 1 percent.
 - d. Three-Phase Real Power: Plus or minus 2 percent.
 - e. Three-Phase Reactive Power: Plus or minus 2 percent.
 - f. Power Factor: Plus or minus 2 percent.
 - g. Frequency: Plus or minus 0.5 percent.
 - h. Integrated Demand, with Demand Interval Selectable from 5 to 60 Minutes: Plus or minus 2 percent.
 - i. Accumulated energy, in megawatt hours, plus or minus 2 percent; stored values unaffected by power outages for up to 72 hours.
 - 3. Relay shall have communication port for data and control communication. Port shall be compatible with the Port's Power Monitoring and Control System.
 - 4. Mounting: Display and control unit flush or semi-flush mounted in instrument compartment door.
- C. Relays: Comply with ANSI/IEEE C37.90, types and settings as indicated; with test blocks and plugs.
 - 1. Provide differential bus protection (minimum of two zones, ANSI device 87).
 - 2. Provide a lockout relay (ANSI device 86) for every breaker.
 - 3. Provide separate ANSI devices 50/51 and 50G (or 51G) for each feeder breaker with local alarm and annunciation.
 - 4. Provide synch check relays (ANSI device 25) for main breakers and tie, and for intertie to other active sources.
 - 5. Provide an ANSI device 51/51N for each main breaker.
- D. Surge Arresters:

1. Incoming Line Main Circuit Breakers: Provide suitably rated intermediate class, metal-oxide varistor type, complying with NEMA LA-1, connected in each phase of circuit, and grounded to the metal structure, for each incoming line section.
 2. Feeder Breakers: Where required provide suitably rated intermediate class, metal-oxide varistor type, complying with NEMA LA-1, connected in each phase of circuit, and grounded to the metal structure, for each feeder section.
 3. Coordinate rating with circuit voltage.
- E. Control Power Supply: Control power transformer supplies 120V control circuits through secondary disconnect devices. Include the following features:
1. Dry-type transformers, in separate compartments for units larger than 3 kVA, including primary and secondary fuses.
 2. Two control power transformers in separate compartments with necessary interlocking relays; each transformer connected to line side of associated main circuit breaker.
 - a. Secondaries connected through an internal automatic transfer switch to switchgear control power bus.
 3. Control Power Fuses: Primary and secondary fuses provide current-limiting and overload protection.

2.12 ACCESSORIES

- A. Provide the following accessory equipment:
1. Breaker racking handle.
 2. Portable breaker/motor starter lift.
 3. Accessory Set: Tools and miscellaneous items required for circuit-breaker and switchgear test, inspection, maintenance, and operation. A secondary test coupler to permit testing of circuit breaker without removal from switchgear. Include relay and meter test plugs.
- B. Ground and test device that replaces the circuit breaker to provide access to the primary circuits for testing or grounding the high voltage circuits. The device shall include 6 bushings for connection to the primary circuits, a sliding contact assembly for connection to the switchgear ground bus, a 2-position selector switch, and a stored-energy operated grounding switch.

2.13 EXTRA MATERIALS

- A. Furnish extra materials, for each line up, described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
1. Spare Fuses: Three of each type and rating of fuse used. Include spares for potential transformer fuses and control power fuses.
 2. Breaker Truck: One breaker truck for each breaker for each line-up for removal of breakers.
 3. Spare Breaker Carriage: One for each breaker type employed in a line-up.
 4. Spare Indicating Lights: Six of each type installed.
 5. Touchup Paint: One container of paint matching enclosure finish, each 0.5 pint.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Locations and Layout: Exact locations and physical layout of equipment and components may be varied as required to suit manufacturer's design and as approved, provided the required functions and operations are accomplished; follow the identification of the units indicated on Construction Contract Drawings exactly.
- B. Vaults shall be provided beneath medium-voltage switchgear lineups to facilitate termination of cables.
- C. Anchor each switchgear assembly to at least two 4-inch, channel-iron floor sills arranged in accordance with manufacturer's written recommendations and seismic zone 3 requirements. Attach by tack welding or bolting.
 - 1. Sills: Select to suit switchgear; level and grout flush into floor or concrete or mounting base.
 - 2. Concrete Bases: 4 inches high, reinforced, with chamfered edges. Extend base no more than 2 inches in all directions beyond the maximum dimensions of the switchgear, unless otherwise indicated. Comply with Division 3, Section "Cast-in-Place Concrete."

3.02 CONNECTIONS

- A. Connect switchgear ground bus to common building ground or, for outdoor switchgear, ground switchgear ground bus to ground grid.
- B. Tighten bus joint, connector, and terminal bolts according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
 - 1. Mark lugs after torquing with red paint such that paint will be visibly disturbed if lugs are disturbed.

3.03 IDENTIFICATION

- A. Identify field-installed wiring and components and provide warning signs as specified in Division 16, Section "Electrical Identification."
- B. Identify equipment name, designation, power source, source location and voltage rating.
- C. Identify all devices, controls, and wiring.
- D. Provide warning and caution signs where indicated or required by the Authority Having Jurisdiction.
- E. Diagram and Instructions: Frame under clear acrylic plastic on the front of switchgear.
 - 1. Operating Instructions: Printed basic instructions for switchgear, including control and key-interlock sequences and emergency procedures.
 - 2. Storage for Manual: Include a rack or holder, near the operating instructions, for a copy of the maintenance manual.
 - 3. System Power Riser Diagrams: Depict power sources, feeders, distribution components, and major loads.

- F. Mimic Bus: Continuous mimic bus applied to front of switchgear, arranged in single-line diagram format, using symbols and lettered designations consistent with approved final mimic-bus diagram.
 - 1. Mimic-bus segments coordinated with devices in switchgear sections to which applied, to produce a concise visual presentation of principal switchgear components and connections.
 - 2. Medium: Painted graphics.
 - 3. Color: Contrasting with factory-finish background, selected by King County.

3.04 PROTECTIVE RELAY SETTINGS

- A. Installation Contractor shall adjust the protective relays to the settings specified in the coordination study for the application prior to energizing the switchgear.

3.05 FACTORY TESTS

- A. Provide a written, certified test report that the switchgear meets the following applicable standards:
 - 1. ANSI Standard 37.09, Standard Test Procedure for AC High Voltage Circuit Breakers.
 - 2. ANSI Standard C37.20, Switchgear Assemblies.

3.06 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Provide a factory-authorized service representative to assist in installation and start-up of the equipment. The manufacturer's representative shall provide technical direction and assistance to the Contractor in general assembly of the equipment, connections and adjustments, and testing of the assembly and components contained therein.
- B. Testing Agency: Engage a qualified independent testing firm to perform field quality-control testing.
 - 1. Electrical Contractor shall accompany the independent testing firm field service technician and assist as required during field tests.

3.07 CLEANING

- A. Inspect interior and exterior of installed switchgear. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and mars of finish to match original finish.

3.08 DEMONSTRATION AND TRAINING

- A. Provide a factory-authorized service representative to train County maintenance personnel in the following:
 - 1. Train County maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance for two normal workdays at the jobsite.
 - 2. Review data in the maintenance manuals. Refer to Division 1, Section "Operation and Maintenance Data."

3. Schedule training with County with at least seven days' advance notice.

END OF SECTION

ATTACHMENTS



King County

ATTACHMENT A

PROPOSAL RESPONSE FORM

RFP 03-038 OB

Proposer's Declarations and Statement of Understanding

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that Addenda numbers _____ through _____ have been delivered and have been taken into account as part of this Proposal, and that all Addenda issued are hereby made part of our Proposal.

Proposer hereby designates _____, Telephone No: _____
as the Person to contact for additional information about our Proposal.

E-Mail Address: _____ Fax No: _____

DECLARATION

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned Person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a Person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Response Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: ☐ Corporation; ☐ Partnership; ☐ Sole Proprietor; ☐ Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____ Social Security Number _____

Identify: UBI Number _____ Business License Number _____

What is the official name registered with the IRS for this number: _____

Check one: Firm Name: _____

Address: _____

[] Proposer accepts all Contractual terms and conditions.

City, State, Zip: _____

[] Proposer does not accept all contractual terms and conditions. Explanation must be included with proposal and may impact vendor selection.

Phone Number: _____

Authorized Signature: _____

Printed Name: _____



King County

ATTACHMENT B

PRICE PROPOSAL FOR RFP 03-038 OB

THE SUPPLY AND DELIVERY OF MEDIUM VOLTAGE SWITCHGEAR

The undersigned Proposer hereby agrees to furnish and install the equipment and Provide the Services in accordance with the Specifications and Addenda issued under the above RFP.

Item	Quantity	Description	Unit Price	Total Price
1		Interbay Pump Station Switchgear Line Up Shown on Drawing E101		
2		Matthews Park Pump Station Switchgear Lineup Shown on Drawing E102		
3		Full Size 50 Ampere Breaker Section		
4		Full Size 60 Ampere Breaker Section		
5		Full Size 75 Ampere Breaker Section		
6		Full Size 90 Ampere Breaker Section		
7		Full Size 100 Ampere Breaker Section		
8		Full Size 125 Ampere Breaker Section		
9		Full Size 150 Ampere Breaker Section		
10		Full Size 175 Ampere Breaker Section		
11		Full Size 200 Ampere Breaker Section		
12		Full Size 250 Ampere Breaker Section		
13		Full Size 300 Ampere Breaker Section		
14		80 hours of Training for each delivered Lineup or Section as per Section 6, Subsection 16910 Part 3 Training		
15		Recommended Disposable Parts		
16		Recommended Spare Parts		

Prompt payment discount offered: Percentage: _____ Days: _____

Standard payment is net thirty (30) Days. Evaluation Will be at the discounted prices if the time for the discount is twenty (20) Days.



King County

ATTACHMENT D

Personnel Inventory Report

Legal name of business _____ Telephone No: _____

dba (if applicable) _____

Street address _____ City _____ State _____ Zip _____

Submitted by: _____ Title _____ Date _____

IRS Employer Identification Number: _____

Do you have any employees? No ___ Yes ___

If Yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency?

No ___ Yes ___ **If Yes**, list the unions and/or employee referral agencies with whom you have agreements: _____. If you expect to do more than \$10,000 worth of public Work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Category	White		African American		Asian		Native American		Hispanic		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainee																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ If No employees, write "0."



King County

Personnel Inventory Report

SUPPLEMENTAL FORM

Use this form as necessary to report the total Work force.

Legal name of Business _____ Telephone _____

Submitted by: _____ Title _____ Date _____

Job Category	White		African American		Asian		Native American		Hispanic		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

Contact the King County Procurement and Contract Services Section at (206) 684-1681 or the King County Business Development and Contract Compliance Section (206) 205-0700 if you have any questions concerning completion of this form.



King County

ATTACHMENT E

Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" Shall mean any contractor, vendor or Contractor who supplies goods and/or Services. "Contract" Shall mean any Contract, purchase order or agreement with King County Government, hereinafter called the County.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to Provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general Contract Specifications as applied to service, Contractor, and vendor contracts exceeding \$25,000, or public Work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general Contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general Specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.

B. Contractor Shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of Work.

C. This Person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:

D. Contractor Will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.

E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that

may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County Shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:

- 1. Personnel Inventory Report:** This report Shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
- 2. Monthly Utilization Report:** This report Shall apply to construction contractors and Subcontractors and Shall Provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
- 3. Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section Shall be submitted on forms Provided by the County unless otherwise specified.

F. Subcontractors: For public works projects and contracts of ten thousand dollars (\$10,000) or more, and for all other contracts and agreements of twenty-five thousand dollars (\$25,000) or more, the prime contractor Shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its Subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the Contract period Will apply equally to all Subcontractors.

G. Employment Goals for Minorities, Women and Persons with Disabilities: No specific levels of utilization of minorities and women in the workforce of the Contractor Shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents Shall continue to apply.

H. Affirmative Action Measures: Contractor agrees to

implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter Shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor Shall document these efforts and Shall implement affirmative action steps at least as extensive as the following:

1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each Subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other Contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and Persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and Persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
4. **Record Referrals:** Maintain a current file of applications of each minority, women and Persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve Months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors Shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
6. **Supervisors:** Ensure that all supervisory Personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction Shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory

Personnel.

7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and Persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and Persons with disabilities employed by the contractor, subject to Acceptance by the county.
8. **Responsible Person:** Designate an employee who Shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and Persons with disabilities in the contractor's workforce on an annual basis.
 - I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract Shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of Services or any other benefits under this Contract.
 - J. Contractor agrees to Provide reasonable access upon request to the premises of all places of business and employment, relative to Work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
 - K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it Shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
 - L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, Shall be deemed a violation of King County Code Chapter 12.16. Any such violation Shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions Provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: _____
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: _____
Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2003.

Signature of notary public)

(Printed name of notary public)

Notary Public in and of the state of _____

My appointment expires:



King County

ATTACHMENT G

CURRENT OR FORMER KING COUNTY EMPLOYEE DISCLOSURE FORM

RFP 03-038 OB

(Complete if applicable. If not, mark N/A –“Not Applicable”)

1. Identify current or former employees of the County involved in the preparation of this Proposal or the anticipated performance of the Work or Services to be Provided on this Contract.

Name of current or former Employee: _____

Date of Last Employment with the County: _____

2. The Contractor is responsible for notifying the County's Project Manager of current or former County employees who become involved in the Contract any time during the term of the Contract:

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

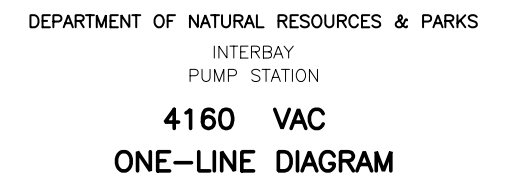
Date: _____

DRAWINGS



SCALE: NTS

DESIGNED/DRAWN:	SCALE:
Dsnr	NONE
PROJECT ENGINEER:	
ProjEng	
DESIGN APPROVAL:	
DsnAppr	
PROJECT ACCEPTANCE:	CONTRACT NO:
ProjMgr	RFP 03-038



DATE:	05/28/03
FILE NO:	E101
DRAWING NO:	E101
SHEET NO:	OF 1 2

ONE INCH
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY


ENCLOSURE



King County

**ENCLOSURE
RFP 03 – 038 OB
PROPOSAL SUBMITTAL LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

	Urgent-Sealed Proposal Enclosed Do not Delay - Deliver Immediately
Proposal Number:	<input type="text"/>
Proposal Title:	<input type="text"/>
Due Date:	<input type="text"/>
Firm Name:	<input type="text"/>
King County Procurement & Contract Services Section Finance & Business Operations MS EXC-FI-0862	Exchange Building, 8th Floor 821 Second Avenue Seattle, WA 98104-1598